

**AMENDMENT NO. FIVE (5)
TO
AGREEMENT FOR ENGINEERING SERVICES
CITY OF BILLINGS AVIATION AND TRANSIT DEPARTMENT**

DATED May 5, 2022

This AMENDMENT, made and entered into on _____ by and between the following:

City of Billings, Montana, a Municipal Corporation, PO Box 1178
Billings, Montana 59103, hereinafter designated the OWNER

and

Morrison-Maierle, Inc., 315 N. 25th Street, Suite 102, Billings, Montana 59101,
a private Montana Corporation, hereinafter designated as the ENGINEER

WITNESSETH:

WHEREAS, the OWNER and the ENGINEER have entered into an Agreement for Professional Engineering service contract dated **May 5, 2022**, and;

WHEREAS, the OWNER has a need for additional engineering services, and;

WHEREAS, the ENGINEER represents that he/she is qualified to perform such services, is in compliance with the Montana Statutes relating to the registration of professional engineers and is willing to furnish such services to the OWNER;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated herein, the parties hereto agree to amend the **May 5, 2022** Agreement, corresponding amendments to this Agreement, and all related exhibits as follows:

ARTICLE I – SCOPE OF SERVICES

The following items of work listed below are added and amended by Amendment FIVE (5) for AIP Funded Midfield Service Road.

The general scope of work is to prepare plans and specifications, provide bidding assistance, and construction administration/observation to build a new service road south of Taxiway “G” connecting the east airfield to the west airfield.

Section A2 - SERVICES OF ENGINEER

A2.01

Design and Construction Administration of Airport Improvement Projects

- Phase I Programming and Pre-Design Activities for the Project (Master Agreement Section 2.01 B.)
- Phase II Preliminary Design Engineering for the Project (Master Agreement Section 2.01 B.)
- Phase III Final Design Engineering for the Project (Master Agreement Section 2.01 B.)
- Phase IV Assistance in the Bidding Process (Master Agreement Section 2.01 B.)
- Phase V Construction Phase Services including Resident Project Representative (Master Agreement Section 2.01 B.)
- Phase VI Project Closeout (Master Agreement Section 2.01 B.)

A2.02 Basic Services

The ENGINEER agrees to provide normal professional engineering and planning services in connection with the Project as set forth below:

- Provide and discuss scope of work (SOW), blank manhour sheet for independent fee review with SOW and preliminary exhibits.
- Design the road using current FAA design report, specifications, and pavement design AC. Coordinate new lighting with Airport certification inspector and all pavement marking.
- Design a retaining wall for a portion of the road to meet grades, storm water design, and provide the maximum amount of room on the cargo ramp.
- Submit final plans and specifications to the FAA for approval prior to bidding.
- Prepare a bid package that includes specifications and plans, special provisions, invitation to bid, prebid meeting, answer any questions during advertisement, prepare addenda if needed, and prepare final contracts between the City and Contractor.
- Construction administration and full-time construction observation for the project.

Section A3 – Owner’s Responsibility

The provisions of **Section 3 Owner’s Responsibilities** from the Master Agreement are hereby incorporated by reference.

The following SPONSOR’s responsibilities related directly to this project are added to this Task Amendment: No additional Changes added to this section.

Section A4 - Times for Rendering Services

| <u>Phase</u> | <u>Completion Date</u> |
|---|------------------------|
| Phase I – Programming and Pre-Design Activities | November 2022 |
| Phase II – Preliminary Design Engineering | NA |
| Phase III –Final Design Engineering | March 2023 |
| Phase IV – Bidding Assistance | |
| • Advertise | March 2023 |
| • Bid Opening | March 2023 |
| Phase V - Construction Phase Services | May - July 2023 |
| Phase VI – Project Closeout Services | November 2023 |

Section A5 - Payments to ENGINEER

A5.01 Effective Rates for this Task Amendment

- A. The approved federal overhead rate in effect on the date of this Amendment is 218.33 %.
- B. Per Diem, Subsistence and Transportation rate shall be as set forth in the Federal Travel Regulations.

A5.02. Summary of Total Compensation

The total compensation for services identified under this Amendment is estimated to be \$ 128,556 based on the following assumed distribution:

| Phase | Method of Payment | | Compensation |
|---|-------------------------------------|-------------|---------------------|
| Phase I – Programming & Pre-Design Activities | Lump Sum | | \$ 5,925 |
| Phase II – Preliminary Design Services | Lump Sum | | \$ 14,430 |
| Phase III – Final Design Services | Lump Sum | | \$ 34,354 |
| Phase IV – Assistance in the Bidding Process | Cost Plus Fixed Fee | | |
| | Direct Labor, Payroll & Overhead | \$4,864 | |
| | Reimbursable Expenses | \$0 | |
| | Subconsultant Costs | \$0 | |
| | Estimated Total Cost | \$4,864 | |
| | Fixed Fee | \$730 | |
| | Total Estimated Compensation | | \$ 5,594 |
| Phase V - Construction Phase Services | Cost Plus Fixed Fee | | |
| | Direct Labor, Payroll & Overhead | \$49,898.87 | |
| | Reimbursable Expenses | \$2,066.84 | |
| | Subconsultant Costs | \$4,000.00 | |
| | Estimated Total Cost | \$55,966 | |
| | Fixed Fee | \$7,485 | |
| | Total Estimated Compensation | | \$ 63,451 |
| Phase VI – Project Closeout Services | Lump Sum | | \$ 4,803 |
| TOTAL COMPENSATION THIS AMENDMENT | | | \$ 128,556 |

Section A6 - CONSULTANTS:

Rimrock Engineering for Geotechnical and Acceptance testing.

Section A7- OTHER MODIFICATIONS TO MASTER AGREEMENT:

None

Section A8 - ATTACHMENTS:

- A. Exhibit A – Engineering Budget
- B. Exhibit B – Total Amendments to Date

Section A9 - APPROVAL AND ACCEPTANCE:

A9.01 Approval and Acceptance of this Amendment, including the attachments listed above, shall incorporate this document as part of the Master Agreement. Engineer is authorized to begin performance of Programming and Pre-Design Activities on the Project on November 1, 2022, which date is confirmed upon receipt of a copy of this Amendment signed by **Owner**.

The Effective Date of this Amendment is as written above.

IN WITNESS WHEREOF, the parties hereto have made and executed the Amendment FIVE (5) on

CONSULTANT

Morrison-Maierle, Inc.

BY: *Jill A. Cook*

DATE: 1/6/2023

OWNER

City of Billings

BY: _____

DATE: _____

ATTEST:

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

Exhibit A

TABLE 1A

Amendment 5 DESIGN ENGINEERING BUDGET

| Engineering Services | Total Man-hours | Labor Rate | Total |
|----------------------|--------------------|------------|-------|
|----------------------|--------------------|------------|-------|

| | | | |
|---------------------------|-----|----------|----------|
| Professional Services for | 286 | \$149.04 | \$42,625 |
|---------------------------|-----|----------|----------|

Expenses

| | | |
|-------------------------------------|--------------|--|
| Vehicle (Company) | \$30 | |
| Vehicle (Rental) | \$0 | |
| Air Travel (Commercial) | \$0 | |
| Air Travel (Charter) | \$0 | |
| Meals | \$0 | |
| Lodging | \$0 | |
| Survey Supplies | \$500 | |
| Survey Equipment | \$120 | |
| Printing | \$40 | |
| Full Size ALP Printing + Postage | \$0 | |
| Total Expenses | \$690 | |

| | | |
|----------------------|---------|----------------|
| Professional Charges | \$5,000 | subconsultants |
|----------------------|---------|----------------|

| | |
|--|-----------------|
| Total MU Labor | \$42,625 |
| Total Direct Expenses | \$690 |
| Total Fixed Fee | \$6,394 |
| Total MU Labor & Expenses & Fixed Fee | \$49,709 |
| Professional Expenses | \$5,000 |
| Total Lump Sum for Design Phase | \$54,709 |

TABLE 2A

**Amendment 5
ENGINEERING BUDGET
Phase II - Construction Administration**

| Engineering Services | Total | | |
|-----------------------------|-----------|------------|----------|
| | Man-hours | Labor Rate | Total |
| Professional Services | 470 | \$125.54 | \$58,940 |

Expenses

| | |
|-------------------------------------|----------------------------|
| Vehicle (Company) | \$347 |
| Vehicle (Rental) | \$0 |
| Air Travel (Commercial) | \$0 |
| Air Travel (Charter) | \$0 |
| Meals | \$0 |
| Lodging | \$0 |
| Survey Supplies | \$1,000 |
| Survey Equipment | \$720 |
| Printing | \$0 |
| Full Size ALP Printing + Postage | \$0 |
| Total Expenses | \$2,067 |
| <u>Professional Charges</u> | <u>\$4,000</u> consultants |

| | |
|---|------------------------|
| Total MU Labor | <i>\$58,940</i> |
| Total Direct Expenses | <u>\$2,067</u> |
| Total MU Labor & Expenses | <i>\$61,006</i> |
| Fixed Fee | <i>\$8,841</i> |
| Professional Expenses | <u>\$4,000</u> |
| Total Cost Plus Fixed Fee for Construction Phase | <i>\$73,847</i> |

Exhibit B

| Summary of Agreements for Professional Engineering Services | | | | |
|--|----------|-----------------------------|------------------|------------------|
| Description | | Labor & Expenses | Fixed Fee | Total |
| Amendment No. 1 <u>FY 23 On Call</u> | | | | |
| PHASE I - DESIGN | TABLE 1A | \$24,999 | | \$24,999 |
| PHASE II - CONSTRUCTION | TABLE 2A | | | \$0 |
| TOTAL Amendment No. 1 | | \$24,999 | \$0 | \$24,999 |
| Amendment No. 2 <u>Carpet Replacement</u> | | | | |
| PHASE I - DESIGN | TABLE 1A | \$9,792 | | \$9,792 |
| PHASE II - CONSTRUCTION | TABLE 2A | \$2,047 | \$299 | \$2,346 |
| TOTAL Amendment No. 2 | | \$11,839 | \$299 | \$12,138 |
| Amendment No. 3 <u>Baggage Claim Restroom Remodel</u> | | | | |
| PHASE I - DESIGN | TABLE 1A | \$29,627 | | \$29,627 |
| PHASE II - CONSTRUCTION | TABLE 2A | \$14,810 | \$1,073 | \$15,883 |
| TOTAL Amendment No. 3 | | \$44,437 | \$1,073 | \$45,510 |
| Amendment No. 4 <u>Steam Boiler Replacement Project</u> | | | | |
| PHASE I - DESIGN | TABLE 1A | \$9,561 | | \$9,561 |
| PHASE II - CONSTRUCTION | TABLE 2A | \$2,837 | \$416 | \$3,253 |
| TOTAL Amendment No. 4 | | \$12,398 | \$416 | \$12,814 |
| Amendment No. 5 <u>Mid-Field Service Road</u> | | | | |
| PHASE I - DESIGN | TABLE 1A | \$54,709 | | \$54,709 |
| PHASE II - CONSTRUCTION | TABLE 2A | \$65,006 | \$8,841 | \$73,847 |
| TOTAL Amendment No. 5 | | \$119,715 | \$8,841 | \$128,556 |