

AMENDMENT NO. 1
TO
PROFESSIONAL ENGINEERING
SERVICES
CITY OF BILLINGS W.O. 24-01: CONTRACT 2 –
2024 SEWER MAIN REPLACEMENT

THIS AGREEMENT, made and entered into on _____, 2024, by and between the following:

CITY OF BILLINGS, a Municipal Corporation,
Billings, Montana 59103,
Hereinafter designated the City

and

Morrison-Maierle, Inc.
315 N. 25th Street, Suite 102
Billings, Montana 59101
Hereinafter designated the Engineer

WITNESSETH:

WHEREAS, the City and Engineer have entered into a contract dated July 17, 2023 for Engineer to provide engineering services to the City for Work Order 24-01: Contract 2 – 2024 Sewer Main Replacement, and;

WHEREAS, the City has need for additional engineering services, and;

WHEREAS, the City has authority to contract for consulting engineering services, and;

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

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated herein, the Parties hereto agree as follows:

Appendix A, Section 3 is amended as follows:

Add the new phases and revise the following phases to include.

TASK 000 - PROJECT MANAGEMENT

Additional project management time through construction administration services.

TASK 030 – SURVEY

Construction phase survey services will consist of the following:

- Provide personnel, equipment, and supplies for construction layout and control.
- Construction layout shall include layout, measurements, lines, locations, and grades necessary to construct the sewer main replacement and associated appurtenances. Staking shall include centerline locations and offsets for the principal components of the work (manholes) and intermediate points at approximately 50 feet between principal components for the open-cut sewer main replacement areas. Staking of sanitary sewer services is not included.
- Survey shall reference and preserve all existing survey monuments and benchmarks. New monuments needed will be set for the project and will be shown on as-built drawings.

TASK 039 – GEOTECHNICAL EVALUATION

Quality assurance density tests, proctors, asphalt, and concrete testing are included in the construction materials testing scope up to \$47,000. Since actual geotechnical testing fees may vary based on the contractor's means and methods, the Engineer shall notify the City as construction progresses if an amendment will be required to cover additional QA expenses.

TASK 050 – CONSTRUCTION ADMINISTRATION

Construction administration will include the following tasks:

- Prepare four (4) copies of construction contract documents and distribute to Contractor and City.
- Schedule and hold a pre-construction conference prior to commencement of work at the site. Issue meeting minutes to Contractor and City.
- Take preconstruction photos or drone videos of proposed work areas.
- Coordinate appropriate quality assurance testing of materials intended for incorporation into the project and require documentation of testing results.
- Provide observation of construction for confirmation of general conformance with the drawings and specifications. Observation of work shall be made on a full-time basis while any major item of work is in progress. Major items of work shall include, but not be limited to, sewer main, manhole, and service excavation, installation, and backfilling; CIPP

work; subgrade preparation; gravel base course surface preparation; asphalt trench restoration; testing; and concrete pouring and finishing. Each daily review shall be documented in a permanent reproducible form and kept in consecutive order with the project file. Copies of the daily review reports shall be furnished to the City as requested during construction. Engineer will notify the City as soon as practical of contract problems or deviation from approved plans.

- Coordinate and administer weekly progress meetings for a 200-calendar day project.
- Coordinate with the public through the development and distribution of informational handouts once during construction.
- Prepare a weekly construction update email and project map showing work areas to include on the City's website or Facebook.
- This project is planned based on a construction contract time of 200-calendar days. The Construction contract allows for two (2) construction crews to work in separate project areas concurrently for the duration of the project, which could require two (2) resident project representatives (RPRs) for the work. This project is planned for one (1) RPR at nine (9) hours per working day for 200 calendar days and one (1) RPR at nine (9) hours per working day for 120 calendar days. Additional time for both RPRs includes 20 hours of preparation, pre-construction conference meeting, and contract review and 20 hours for punch list items.
 - If the Contractor requires more than 120 calendar days of additional construction observation by a second RPR, an amendment will be requested prior to exceeding the 120 calendar days to account for the additional required observation.
- Coordinate with geotechnical subcontractor to interpret geotechnical test results and recommendations and coordinate with field observations.
- The Engineer shall record the location and depth, where available, of all underground utilities.
- Engineer shall ascertain that the Contractor has all needed permits to accomplish his work during construction.
- Review shop drawings, samples, equipment, bypass pumping plans, traffic control plans, valve operation requests, asphaltic concrete mix design, concrete mix design, aggregate, and other data submitted by the Contractor as described in the construction contract.
- Evaluate and respond to Requests for Information (RFI) from Contractor.
- Prepare monthly and final pay estimates for construction and prepare contract administration forms monthly. These will be submitted in the City's approved format.
- Engineer shall provide City with geotechnical testing reports after construction.
- Prepare and recommend field orders and change orders when necessary due to conditions encountered during construction, or City requested changes. Work resulting in contract overage will be processed by approved change orders using the City's standard format.
- Review CCTV post construction videos after services are reinstated. This review is limited to one initial review plus one review of repaired areas. If the repairs require more than one review, an amendment will be required to cover additional reviews.

TASK 060 – CLOSEOUT

Closeout services will be provided as follows:

- Following receipt of red-lined drawings from the Contractor and any review comments from the City, make necessary changes and furnish the City with record drawings as indicated in Section 2D of Part I of this contract. Record drawings shall include, but not be limited to:
 - Stationing of manholes and sewer services will be recorded by the RPR in the field.
 - All above elevations shall be referenced to a permanent benchmark elevation that is clearly shown on the plans.
 - Record drawings are due to the City within 60 days of the Contractor’s final payment (contingent on the Contractor submitting as-built information) and before final payment to the Engineer.
- Schedule and make a final inspection with the City and certify to DEQ that all construction items were constructed according to plans and specifications and are acceptable to the Engineer.
- Issue Certificate of Substantial Completion.
- Schedule and inspect with City prior to the expiration of construction warranty period and provide a certification of final acceptance. If any problems are found, send a list of deficiencies to Billings and Contractor and continue until acceptable.

Appendix B, Section 1, Paragraph A is amended to include the following:

Add the following to the existing fee table.

Task 000	Project Management	\$ 7,380.00
Task 030	Survey	\$ 26,092.00
Task 039	Geotechnical Evaluation	\$ 47,300.00
Task 050	Construction Administration	\$ 452,746.00
Task 060	Closeout	\$ 36,764.00

The total addition to the Contract by this Amendment is \$570,282.00.

Original Contract:	\$ 389,900.00
Amendment #1:	<u>\$ 570,282.00</u>
Revised Total	\$ 960,182.00

The allocation of fees within the above tasks is for administrative purposes only and is not to be considered ceiling amounts for each task. The fees for each task can be

shifted between tasks but the project total will not be changed unless by contract amendment.

All other terms and conditions of the contract to which this amendment applies shall remain in full effect.

CONSULTANT

NAME: _____

BY: _____

TITLE: _____

DATE: _____

CITY OF BILLINGS, MONTANA

BY: _____
City Council or Designee

DATE: _____

ATTEST:

City Clerk

DATE: _____