

AMENDMENT NO. 2
TO
PROFESSIONAL ENGINEERING
SERVICES

W.O. 23-96 WATER TREATMENT PLANT INTAKE #2 RENOVATIONS

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

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

and

Advanced Engineering and Environmental Services, LLC
3490 Gabel Road, Suite 200
Billings, MT 59102
Hereinafter designated the Engineer

WITNESSETH:

WHEREAS, the City and Engineer have entered into a contract dated November 29, 2023, for Engineer to provide engineering services to the City for Work Order 23-96 Water Treatment Plant Intake #2 Renovations;

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 they are 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, Scope of Services is amended by adding the following:

Add: ***Intake #2 Screening System Operations/Optimization***

- Determine screening capacities and develop treatment performance for Intake #2 screens and process improvements included as part of the FEMA Improvements.
- Develop sedimentation #2 processes, treatment capacities, and goals and objectives with respect to utilizing Sedimentation Pond #2 as a primary treatment system.
- Determine hydraulic pumping capacities of pumping systems, water production data, and chemical feed system capacities taking into account new renovations to Intake #2.
- Submit a brief technical summary with recommendations for alternative operation procedures, identifying operational procedure testing, improvements, and seasonal considerations to optimize pretreatment operations and maintenance with process improvements provided in WO 23-96.
- Prepare at least one (1) alternative operational procedure and conduct Operations review workshop with City Staff.
- Update technical summary, as needed.
- Provide eight (8) hours of on-call assistance for operational testing of improvements.
- Estimated costs – \$24,000 (not to exceed without written prior authorization by City)

Add: ***Additional FEMA/MT DES Funding Assistance***

- Participate in routine progress meetings (Virtual and Site visits) with FEMA/MT DES through final Project closeout.
- Provide documentation for assistance to the City to obtain reimbursement for costs incurred for Intake #1 and Intake #2.
- Prepare documentation, as requested by the City, to assist with amending the FEMA award amount to actual costs incurred.
- Prepare closeout documentation, records, and permits to assist with the closeout processes
- Estimated costs – \$15,000 (not to exceed without written prior authorization by City)

Phase 060: Construction Phase

Scope of Services – Construction Phase

- Facilitate Preconstruction Conference.
- Submit Notice to Proceed.
- Review shop drawing submittals (Structural, Mechanical, Electrical, Architecture, Civil, Process, etc.).
- Conduct biweekly, or as needed, construction progress meetings.
- Provide on-site resident project representative services (estimate 1152 hours at 6 hours per day).
- Field Clarifications/Contractor interface.
- Interpret design/contract documents, respond to RFIs.
- Conduct special site visits by staff other than RPR (Structural, Architectural, and Electrical).
- Coordinate, observe, and interpret quality assurance/material testing services (paid for by City).
- Change Order/Field Directive creation and coordination.
- Review and coordinate Certified Payroll Reviews as required by FEMA.
- Review/approve Contractor Payment Applications and submit to City for payment.
- Organize and submit operations and maintenance manuals.
- US Fish and Wildlife permit reporting and administration.
- Walk-through(s), create and coordinate punchlists, issue Certificates for Substantial and Final Completion.

- Produce Record Drawings.
- Obtain close-out documents (lien releases, waivers, etc.) from Contractor and submit to City.
- Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at a project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work accordance with the contract between City and such contractor. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at a project site or otherwise furnishing or performing any construction work; or of any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.

Deliverables

- Final Executed contract documents, Notice to Proceed
- Construction Documentation, as needed
- Operations and Maintenance Manuals (1 Electronic, 2 hard copies)
- Progress Meeting Minutes
- As-built/Record Drawings (1 Electronic, 2 hard copies)

Estimated costs – \$347,900 (not to exceed without written prior authorization by City)

Appendix B, Section 1.A is amended as follows:

- Total costs associated with Amendment 2: \$386,900
- Budget surplus from original contract amount and Amendment 1: (\$80,000) CREDIT
- **Net increase associated with Amendment 2: \$306,900**
- Revised Contract Total: \$836,400

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

CITY OF BILLINGS, MONTANA

ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC

BY: _____
City Administrator

BY: _____

DATE: _____

NAME: Brian R. Bergantine

ATTEST:

TITLE: Project Quality Director

DATE: _____

City Clerk