

RESOLUTION NO. 4371

A RESOLUTION APPROVING “AMENDMENT NUMBER ONE (1) ADDITIONAL SERVICES FOR PRELIMINARY WORK ON INTAKE IN-RIVER STRUCTURE” AMENDMENT TO SHORT FORM AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES UNDERWATER DISCOVERY.

WHEREAS, The City of Miles City has retained the engineering services of Interstate Engineering to provide engineering services to complete the Miles City Water Intake Preliminary Engineering Report.

AND WHEREAS, the City wishes to authorize Interstate Engineering to engage Liquid Engineering to perform certain underwater inspections in furtherance of the completion of said project;

AND WHEREAS, Interstate Engineering has provided the City with a written agreement setting forth the duties and responsibilities of the parties, entitled “Amendment Number One (1) Additional Services For Preliminary Work On Intake In-River Structure Amendment To Short Form Agreement Between Owner And Engineer For Professional Services Underwater Discovery”;

NOW THEREFORE BE IT RESOLVED by the City Council of Miles City, Montana, as follows:

1. “Amendment Number One (1) Additional Services For Preliminary Work On Intake In-River Structure Amendment To Short Form Agreement Between Owner And Engineer For Professional Services Underwater Discovery” attached hereto as Exhibit “A”, and made a part hereof, is hereby approved and adopted by this Council.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said document on behalf of the City of Miles City and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 22ND DAY OF SEPTEMBER, 2020.



John Hollowell, Mayor

ATTEST:



Lorrie Pearce, City Clerk

**AMENDMENT NUMBER ONE (1)
ADDITIONAL SERVICES
FOR
PRELIMINARY WORK ON INTAKE IN-RIVER STRUCTURE
AMENDMENT TO SHORT FORM AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
UNDERWATER DISCOVERY**

This is Amendment Number One (1) to Short Form Agreement between Owner and Engineer for Professional Services (Agreement) Between City of Miles City, Montana and Interstate Engineering, Inc. (Engineer) dated March 12th, 2019 to complete the Miles City Water Intake Preliminary Engineering Report.

This Amendment Number One (1) modifies the original Agreement as follows:

Provide *Additional Services* for Preliminary Work on Intake In-River Structures. Considering the limited window of time when the Yellowstone River is low, but ice is not a threat, it is proposed that the following Task be completed as soon as possible. This Task is considered a high priority.

Task 1 of Amendment 1 – Underwater Discovery, PER Update

Engineer will subcontract services of Divers for work proposed in Exhibit 1. Additional work by the Divers (Liquid Engineering) would require approval by the Director of Utilities. It is requested that the Director of Utilities be on-site during the inspection by Divers.

Engineer will coordinate with Divers and guide them as to what is needed to provide the best and most reasonable evaluation of the existing underwater pipe, anchors, the steel cage, and ice shield. Engineer will provide an update to the PER to reflect findings and any anticipated changes in cost.

Changes to the PER along with photographs and determinations made by the Divers will be deliverables to the City. These materials will be available for use in final design.

The cost of Task 1 of Addendum 1 is estimated at \$21,000, which includes the cost of the Divers.

Additional Services for completing Task 1 increases the total estimated contract amount from \$30,000.00 to \$51,000.00.

All remaining articles in the Agreement except those modified by this Amendment Number One (1) shall remain in effect.

Attachments: *Exhibit 1 – Liquid Engineering Proposal Number 55174b*

IN WITNESS WHEREOF, the parties hereto have executed the Amendment Number One (1) to the Agreement between Owner and Engineer for Professional Services, the Effective Date of which is indicated below.

The effective date of this Amendment Number One (1) is: 9-22, 2020.

OWNER: John Hollowell

ENGINEER: Brent Moore, AICP

By: 

By: 

Title: Mayor of Miles City

Title: Western Regional Vice President

Date Signed: 9-22-20

Date Signed: 9-23-2020

Engineer License or Firm's Certificate PEL-EF-LIC Number: 419

State of: Montana

Address for giving notices:

Address for giving notices:

City of Miles City

Interstate Engineering, Inc.

P.O. Box 910

P.O. Box 648

Miles City, MT 59301

Sidney, MT 59270-0648

406-234-3462

406-433-5617



Fax – (406) 651-0120

Proposal Number
55174b

Please reference the Proposal
Number above on all Purchase
Orders issued.

Scope of Work - Inspection

This Water System Proposal is made this date, by and between Interstate Engineering of the state of Montana, (hereinafter "Client") and Liquid Engineering Corporation, of Billings, MT, (hereinafter "LEC"). LEC will provide all labor, specialty equipment and insurance to evaluate your facilities.

Inspection

Inspection of the Miles City intake. LEC will attempt to inspect the interior and exterior of the intake. Findings will be reviewed by a Montana Professional Engineer. Engineer will accompany dive inspectors on site.

- A pre-job meeting will be held in Billings with client to review project expectations and the plan of execution no more than one week prior to start of in-water work.
- LEC will send a push camera and/or the ROV camera into the intake pipe to record the visual condition of the pipe. This may be from one or both directions depending on the current condition of the intake and the screen in the river.
- LEC will attempt to identify the material of the pipe. A description of the general condition of the pipe will be given and LEC will use an underwater UT gauge to assess the thickness of the pipe provided the condition of the pipe allows the sensor to work properly.
- If possible, LEC will use a pneumatic cutting wheel to remove a 1-inch x 1-inch coupon of the pipe at three representative locations.
- Through the use of underwater video and lighting equipment, LEC will provide the highest possible quality of video and photo's and/or frame grabs from the live video feed of the Diver and/or ROV. Video / photo quality dependent on clarity of water. Minimum photo's / frame grabs are:
 - Pipe cage/ice deflector shield identifying condition of angle iron and reinforcing bar with respect to what was proposed in the plans (12-16 photo's)
 - Pipe anchor, only one of which may be visible paying specific attention to the metal integrity and damage to concrete (4 photo's)
 - Pipe opening in the river (4 photo's)
 - Pipe opening in the intake structure (on shore, 2 photo's)
 - Pipe during inspection by Diver / ROV (Video)
 - Interior of intake structure looking below water level, especially at interior locations that lie opposite of structures failings visible from the outside (8 photo's)
- LEC will remain in communication with the City Water Operations Director and the Engineer.

Underwater Operations –All system entries will be conducted in accordance with applicable OSHA regulations pertaining to Diving and Confined Space; including 1910.401 thru 1910.441. Specialty equipment may include but is not limited to; appropriate OSHA climbing and personal fall protection, AWWA and ADCI approved commercial diving equipment.

Deliverable – Prioritization Schedule

The deliverable provided on site will consist of LEC's on site report, summary recommendations and Immediate Needs Assessment™, which documents discrepancies that require urgent action, and is supplemented by the interior DVD documentation.

Assumptions - Based upon information obtained via the systems interview conducted for your facility, the following assumptions were made. Should conditions vary from those stated, additional charges could apply.

- Client's Point-of-Contact will be available for access, as well as authorization of any additional requested work.
- Facilities are accessible with LEC's standard truck/trailer combo (overall length – Crew Cab = 23' / Trailer = 22').
- Access into tanks/clear wells are sufficient for man entry (i.e. 24" dia), with no obstructions in the hatchway.
- Exterior inspections will be performed from the ground, installed ladders, and exterior roof while utilizing installed ANSI & OSHA-certified personal fall protection equipment, without additional scaffolding or rigging.

Miscellaneous

All services provided by LEC will be completed in a professional workmanlike manner according to the Terms and Conditions of this Proposal. Any alteration or deviation from the Terms and Conditions of this Proposal, or additional services, involving additional costs, will be completed only upon written authorization by Client or Client's Authorized Representative.

This Proposal is contingent upon weather, delays or other matters beyond LEC's control. Client will carry fire, tornado, and other necessary insurance. LEC will provide all other required insurance coverage, including, but not limited to, General Liability, Employer Liability and Workmen's Compensation Insurance during all operations (certificate of insurance available upon request).



Proposal Number
55174b
Please reference the Proposal
Number above on all Purchase
Orders issued.

Costing	
Intake Inspection & Reporting	\$ 11,500.00

- (Prior written approval will be obtained from Client's Authorized Representative for any additional charges outside the Scope described herein).*
1. Unscheduled delays, which are a direct result of the utility's obligations (i.e. access and water level), may incur standby/mobilization charges.
 2. Access requiring portable set-up (i.e. truck only), will incur an additional setup/tear-down charge.

Pricing above does not include Local, State or Franchise Taxes - if any.

This Proposal, when executed by both parties, shall constitute a binding agreement between the parties. The persons signing on behalf of Client and LEC hereby represent and certify that they are fully empowered to bind the respective parties to this Contract. Client acknowledges that payment for onsite work is due and payable **Net 30 upon completion of on site work**. Progress billing will be applied on any contract whose duration is longer than ten (10) days. A finance charge on past-due accounts is computed at a periodic rate of 1.5% per month, which is an annual percentage rate of 18%.

In the event Liquid Engineering Corporation is required to bring suit to enforce its rights under this Agreement, to collect any and all payments due and owing under this Agreement, or to otherwise determine, protect or enforce its rights and remedies under the Agreement or at law or equity, Liquid Engineering Corporation will be entitled to recover from the client its reasonable attorney's fees, expert fees, costs and expenses incurred in connection therewith.


Interstate Engineering
1211 Grand Avenue Suite 6
Billings, MT 59102

LIQUID ENGINEERING CORPORATION
P.O. Box 80230
Billings, MT 59108

Accepted & Agreed per Costing Breakdown
Attached Hereto and by Reference Included Here Under

(800) 438-2187 Voice / (406) 651-0120 Fax

By: _____
Title: _____
Date: _____

By:  - Fred Muller
Title: **President**
Date: **June 9, 2020**

Note: This proposal may be withdrawn if not accepted within 90 days from the above LEC signature date.