

RESOLUTION NO. R15-29

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE PREVIOUSLY ADOPTED TASK ORDER NO. 34, AUTHORIZING GREAT WEST ENGINEERING TO PROVIDE ADDITIONAL SERVICES RELATING TO THE 2015 "SMALL CAPS" PROJECT FOR THE CITY OF LAUREL.

WHEREAS, the City of Laurel previously executed an Agreement for Professional Services with Great West Engineering, Inc. on June 5, 2007, via Resolution No. R07-36, as amended on December 16, 2014 via Resolution No. R14-88; and

WHEREAS, the City of Laurel previously approved Task Order No. 34 via Resolution No. R14-82 that enabled Great West Engineering, Inc. to provide services for the City's 2015 "Small Caps" Project; and

WHEREAS, City Staff have learned that the Project will require additional services that were not included in the previously approved Task Order No. 34; and

WHEREAS, the additional services to be provided by Great West Engineering are described on the attached Amendment No. 1 to Task Order No. 34, for an additional cost of \$21,500.00; and

WHEREAS, the total compensation for the project, with the additional services approved herein, is \$216,500.00 as more particularly described on the attached Amendment No. 1 to Task Order No. 34.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, Amendment No. 1 to Task Order No. 34 is hereby approved and the Mayor is hereby authorized to execute the attached Amendment No. 1 to Task Order No. 34 dated April 2, 2015 on the City's behalf.

Introduced at a regular meeting of the City Council on April 21, 2015, by Council Member Herr.

PASSED and APPROVED by the City Council of the City of Laurel this 21st day of April, 2015.

APPROVED by the Mayor this 21st day of April, 2015.

CITY OF LAUREL

Mark A. Mace
Mark A. Mace, Mayor

ATTEST:

Shirley Ewan
Shirley Ewan, Clerk/Treasurer

APPROVED AS TO FORM:

Sam S. Painter
Sam S. Painter, Civil City Attorney

April 2, 2015

City of Laurel
P.O. Box 10
Laurel, MT 59044

**Re: Amendment No. 1 to Task Order No. 34 – 2015 “Small Caps” Project
Laurel Engineering Services On-Call
Great West Engineering, Inc. Project No. 2-07128**

Dear Mayor Mace:

This letter constitutes *Amendment No. 1 to Task Order No. 34* to our *Agreement for Professional Services* dated June 5, 2007 for the above-referenced Project. Services provided by Great West outside of the original scope of work that are reflected in this amendment include:

- Additional services as outlined in the Preliminary and Final Design Phases described in Paragraphs A.1.02 and A.1.03 of Exhibit A of the *Agreement for Professional Services* to add the construction of the northern portion of 8th Street from Pennsylvania Avenue to Wyoming Avenue. The additional services include performing the pick up survey, designing the additional improvements, and updating the plans and specifications. Compensation for the additional Preliminary and Final Design Phase services is estimated to be \$6,000.
- Additional services as outlined in the Bidding Phase described in Paragraphs A.1.04 Exhibit A of the *Agreement for Professional Services* to break out the piping of the irrigation ditch on the north edge of 8th Street into a distinct quote package and to solicit quotes for this work to meet the irrigation district’s April 15th deadline. Compensation for the additional Bidding Phase services is estimated to be \$2,500.
- Additional services as outlined in the Construction Phase described in Paragraphs A.1.05 Exhibit A of the *Agreement for Professional Services*, to add up to 2 weeks (40 hours per week) of construction administration and full time on-site inspection during construction for the additional work on 8th Street from Pennsylvania Avenue to Wyoming Avenue. Compensation for the additional Construction Phase services is estimated to be \$13,000.

The compensation for the services included in this amendment is estimated to be \$21,500 for the additional services. The total compensation for services, as described



in the Agreement and Amendment 1 has been revised and is estimated to be \$216,500, based on the following assumed distribution of compensation:

a. Study and Report Phase	\$ <u>0</u>
b. Preliminary and Final Design Phases	\$ <u>74,000</u>
c. Bidding	\$ <u>12,500</u>
d. Construction Phases	\$ <u>123,000</u>
e. Post-Construction Phase	\$ <u>7,000</u>
f. Additional Tasks	\$ <u>0</u>

Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. The total estimated compensation for Engineer's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer's Consultant's charges.

Please have an authorized representative sign both originals of this letter and return one executed original to Great West Engineering at the following address:

Great West Engineering, Inc.
115 N Broadway, Suite 500
Billings, MT 59101

Acknowledgement. This *Amendment No. 1 to Task Order No. 34* is agreed to by the parties and is effective as of the date of this letter.

City of Laurel

Great West Engineering, Inc.

By: Mark A. Mace

By: Daniel M. McCauley

Title: Mark A. Mace, Mayor

Title: Daniel M. McCauley, President

Date: April 21, 2015

Date: APRIL 2, 2015