

RESOLUTION NO. R15-58

A RESOLUTION APPROVING AMENDMENT NO. 6 TO THE PREVIOUSLY ADOPTED TASK ORDER NO. 16 OF THE AGREEMENT FOR PROFESSIONAL SERVICES DATED JUNE 5, 2007, AS AMENDED VIA RESOLUTION NO. R14-88 ON DECEMBER 16, 2014, BETWEEN THE CITY OF LAUREL AND GREAT WEST ENGINEERING, INC., FOR THE FINAL DESIGN, BIDDING, CONSTRUCTION AND POST-CONSTRUCTION PHASES OF THE WASTEWATER SYSTEM IMPROVEMENT PROJECT.

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. 16 through Resolution No. R10-20 to utilize Great West Engineering, Inc. for its services and assistance related to the Wastewater System Improvements Project; and

WHEREAS, the compensation for the services included in this amendment is estimated to be \$79,000; and

WHEREAS, the total cost of the project will increase to \$1,713,000 as described in the attached Letter dated May 15, 2015, attached hereto and incorporated herein as Amendment No. 6 to Task Order No. 16.

WHEREAS, City Staff have reviewed Amendment No. 6 to Task Order No. 16 and determined that Amendment No. 6 is a necessary and reasonable amendment to the contract and recommend the Council's approval of the same.

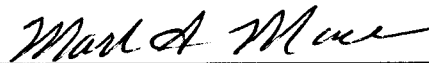
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, Amendment No. 6 to Task Order No. 16 is hereby approved and the Mayor is hereby authorized to execute the attached Amendment No. 6 to Task Order No. 16 dated May 15, 2015 on the City's behalf.

Introduced at a regular meeting of the City Council on June 16, 2015 by Council Member
Eaton.

PASSED and APPROVED by the City Council of the City of Laurel this 16th day of June, 2015.

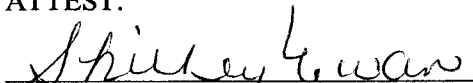
APPROVED by the Mayor this 16th day of June, 2015.

CITY OF LAUREL



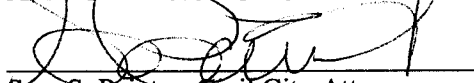
Mark A. Mace, Mayor

ATTEST:



Shirley Ewan, Clerk/Treasurer

APPROVED AS TO FORM:



Sam S. Painter, Civil City Attorney

May 15, 2015

City of Laurel
P.O. Box 10
Laurel, MT 59011

**Re: Amendment No. 6 to Task Order No. 16 – Wastewater System Improvements
Laurel Engineering Services On-Call
Great West Engineering, Inc. Project No. 2-07128**

Dear Mayor Olson:

This letter constitutes *Amendment No. 6 to Task Order No. 16* to our *Agreement for Professional Services* dated June 5, 2007 for the above-referenced Project. Great West Engineering's scope of work for completion of tasks in this amendment ("Services") is as follows.

- Additional services provided under the Construction Phase as described in Paragraph A.1.05 of Exhibit A to the Agreement that were not included in the original scope of work. Specific additional services include:
 - The original scope of work for Construction Phase services was based upon an anticipated 12 month construction timeframe, but the Contractor was allowed 15 months of contract time in the actual agreement. Two months of the three month difference in construction timeframes for the Resident Project Representative (RPR) was addressed by splitting the RPR time between the WWTP project, the 2013 "Small Caps" project, and the Riverside Park Bank Stabilization project. However, an additional month of RPR time and three months of construction administration was required. These changes resulted in a cost of \$37,000.
 - During construction, the site grading plan was redesigned to incorporate input from City personnel and the Contractor, and the basin electrical building was relocated to facilitate conduit installation. The changes will a more efficient operation of the plant, and a credit of \$1,839.12 was provided by the Contractor as a result of the site plan changes. The engineering services to redesign the site plan resulted in a cost of \$6,500.



- o Change Order No. 6 to the construction agreement provided the contractor an additional six weeks of contract time to reach substantial completion. This additional contract time will result in additional services to provide an RPR and provide construction administration at an estimated cost of \$35,500.

The compensation for the services included in this amendment is estimated to be \$79,000. The total compensation for services, as described in the Agreement and Amendments 1, 2, 3, 4, 5, and 6 has been revised and is estimated to be \$1,713,000, based on the following assumed distribution of compensation:

a. Study and Report Phase	\$ <u>15,000</u>
b. Preliminary Design Phase	\$ <u>145,000</u>
c. Final Design Phase	\$ <u>732,000</u>
d. Bidding and Negotiation Phase	\$ <u>43,500</u>
e. Construction Phases (Including RPR)	\$ <u>642,500</u>
f. Post-Construction Phase	\$ <u>125,000</u>
g. Additional Tasks	\$ <u>10,000</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. 6 to Task Order No. 16* is agreed to by the parties and is effective as of the date of this letter.

City of Laurel (Owner)

Great West Engineering (Engineer)

By: Mark A. Mace

By: Daniel M. McCauley

Title: Mark A. Mace, Mayor

Title: Daniel M. McCauley, President

Date: June 16, 2015

Date: MAY 15, 2015