

**A RESOLUTION APPROVING AMENDMENT NO. 5 TO THE PREVIOUSLY ADOPTED
TASK ORDER NO. 26, AUTHORIZING GREAT WEST ENGINEERING TO
PROVIDE ADDITIONAL SERVICES RELATING TO THE NEW
WATER TREATMENT PLANT INTAKE 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. 26 via Resolution No. R15-35 that enabled Great West Engineering, Inc. to assist the City with a new intake at the City's Water Treatment Plant; and

WHEREAS, City Staff have learned that the Project will require additional services that were not included in the previously approved Task Order No. 26 and subsequent amendments; and

WHEREAS, the additional services to be provided by Great West Engineering are described in the attached Amendment No. 5 to Task Order No. 26, for an additional cost of \$238,900; and

WHEREAS, the total compensation for the project, with the additional services approved herein, is \$915,800.00 as more particularly described on the attached Amendment No. 5 to Task Order No. 26.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, Amendment No. 5 to Task Order No. 26 is hereby approved and the Mayor is hereby authorized to execute the attached Amendment No. 5 to Task Order No. 26 dated June 25, 2015 on the City's behalf.

Introduced at a regular meeting of the City Council on July 7, 2015, by Council Member
Dickerson.

PASSED and APPROVED by the City Council of the City of Laurel this 7th day of July, 2015.

APPROVED by the Mayor this 7th day of July, 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



PO Box 4817
2501 Belt View Drive
Helena, MT 59604

PHONE: 406.449.8627
FAX: 406.449.8631
www.greatwesteng.com

LETTER OF TRANSMITTAL

To: Shirley Ewan
Of: City of Laurel
Address: P.O. Box 10
Laurel, MT 59044

Date: July 6, 2015
Project: Laurel On-Call
Project No.: 2-07128
Subject: Task Order No. 26 Amendment
No. 5

Phone:

Fax:

We transmit:

As requested Attached Under separate cover

Via:

Mail e-Mail Courier Overnight delivery Fax

# of Copies	Description
2	Task Order No. 26 Amendment No. 5

Our action:

Reviewed Not approved Approved See remarks

Action requested:

Review and comment Approve / Accept
 Make corrections noted Revise and resubmit
 For your information and use

Remarks:

Please find enclosed two signed copies of Task Order No. 26 Amendment No. 4 for the above referenced project. If acceptable, sign both copies, **retain one** for your records and return one to our office. Please contact me if you have any questions.

From: Chad Hanson e-mail address: chanson@greatwesteng.com
 Phone: 406-281-8585 cc: Project file

If enclosures are not as noted, please notify the sender immediately.

HELENA

PO Box 4817 ▪ 2501 Belt View Drive
Helena, MT 59604
406.449.8627 ▪ Fax 406.449.8631



July 6, 2015

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

**Re: Amendment No. 5 to Task Order No. 26
New Water Treatment Plant (WTP) Intake
Laurel Engineering Services On-Call
Great West Engineering, Inc. Project No. 2-07128**

Dear Mayor Mace:

This letter constitutes *Amendment No. 5 to Task Order No. 26* to our *Agreement for Professional Services* dated June 5, 2007 for the above-referenced Project.

The goal of this project is to restore the City of Laurel's municipal raw water supply that was damaged during the flooding on the Yellowstone River in 2011. At this time, the Federal Emergency Management Agency (FEMA) has released Version 1 of Project Worksheet (PW) 1679, which includes funds to complete engineering design for the project. Final Design up to the 60% level was previously contracted in Amendment No. 3. This amendment will include Final Design beyond the 60% level, Bidding, and Additional Services. Services in the Construction and Post-Construction Phases are not included in this amendment.

Services provided by Great West Engineering outside of the scope of work, as described in the original Task Order and Amendments 1, 2, 3, and 4, that are reflected in this amendment include:

- Services as outlined in the Final Design Phase described in Paragraph A.1.03 of *Exhibit "A"* of the *Agreement for Professional Services* as specifically described below. The compensation for these services in the Final Design Phase included in the amendment is estimated to be \$170,000.00.
 - Consultant will prepare final construction drawings and contract documents for this project. The project consists of installing a new passive source water intake approximately three miles upstream of the WTP, constructing a new control building for air-backwashing the new intake, new control sequences and monitoring of the intake, and a three mile transmission pipeline to connect the intake to the WTP. The construction drawings and contract documents will be prepared based on the design elements which were approved by the City in the 60% Design Submittal, which was also sent to FEMA on the City's behalf. FEMA

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Suite 500
Billings, MT 59101
406.251.2500
406.251.1244



approved the 60% Design Submittal in a letter dated June 23, 2015. These elements include, but are not limited to: intake location, control building size and location, transmission main alignment, and valving for transmission main.

- Update the engineer's opinion of probable construction cost for the new intake, transmission pipeline, control building, and appurtenant features in accordance with Article 5 of the Agreement.
- Subconsultant will complete a geotechnical evaluation to perform environmental drilling, sampling, and laboratory testing in order to assess whether there is a risk of deterioration from volatile organic carbons (VOCs) for plastic pipe and aid in the selection of a pipe material for the proposed raw water transmission mains. Work will include three borings, located south of the CHS refinery, to a depth of approximately 15 feet; soil and water samples will be obtained from each boring (total of six) and will be submitted for testing for VOCs.
- Subconsultant will provide Final Design services to supply power to the control building, general lighting and electrical in the building, water measurement controls; hot water heater, air backwash compressor, and generator electrical and controls; and integrating new building and controls into existing SCADA.
- Subconsultant will provide Final Design services for structural loading on the new intake and provide a peer level review of the structural design.
- Coordination with permitting agencies identified in Amendment No. 1 for those project permits that have not yet been obtained. These permits include: 404 and Section 10 permits from the U.S. Army Corps of Engineers, 401 Certification from the Department of Environmental Quality, and a Floodplain Development Permit from Yellowstone County. Additional permits that will be required for the project that were not listed in Amendment No. 1 include: a Utility Permit from the Montana Department of Transportation and a Pipeline Crossing Permit from the BNSF Railway. Great West will prepare the appropriate application materials and will coordinate with the regulatory agencies in order to obtain the listed project permits.
- Consultant will continue participate in bi-weekly telephone conferences with project stakeholders and record meeting minutes for distribution.
- Consultant will continue to coordinate with FEMA as necessary to assist the City in managing project funding. This will include coordination and



documentation necessary to develop the scope of work so that the PW may be amended accordingly to include funding needed for the construction of the project.

- Services as outlined in the Bidding Phase described Paragraph A.1.04 of *Exhibit "A"* of the *Agreement for Professional Services*. In addition to the services identified in *Exhibit "A"*, Engineer shall attend and conduct a pre-bid meeting with potential Bidders and the Owner. The compensation for these services in the Bidding Phase included in the amendment is estimated to be \$23,000.00.
- Services as outlined in Additional Services described in Paragraph A2.01 of *Exhibit "A"* of the *Agreement for Professional Services* as specifically described below:

Easement Acquisition

- Specific services related to the easement acquisition include: coordinating with the Owner on required construction and permanent easements on properties in relation to the new intake and pipeline improvements; providing the Owner with maps and exhibits supporting property easements relating to the project; and assisting the Owner with acquiring the proper documentation and filing the documentation with the appropriate agencies. Five landowners have been identified that will be impacted by the project and will require construction and permanent easements: CHS, Inc., Howrey, McCoy, M. Diamond Land & Cattle Co., and the State of Montana.
- These services are in addition to and a continuation of those listed in Amendment No. 1. Specific additional services include contracting with an appraiser to conduct appraisals on the following parcels: Howrey, McCoy, and M Diamond Land Cattle Co. Additional services also include completing the Application for Right of Way Easement, submitting the application to the Montana Department of Natural Resources and Conservation (DNRC), and continued coordination with the DNRC.
- The compensation for these services in the Additional Services Phase: Easement Acquisition included in the amendment is estimated to be \$30,000.00.



Water Rights Assistance

- Specific services related to water rights assistance include: completing DNRC Form No. 606: Application to Change an Existing Non-Irrigation Water Right, attending the pre-application meeting with the DNRC, and coordinating with the DNRC. The goal is to add a point of diversion to the City's existing water right for the new intake. Correspondence with the DNRC thus far has indicated that the process for this change will be straight forward and should not require the assistance of a water rights attorney, and therefore, this scope does not include the services of a water rights attorney. The 606 application will not include the City's water reservation.
- It is assumed that the NIR.4.B Adverse Affect explanation that was provided to the DNRC as part of the pre-application materials is sufficient and that no additional analysis will be required. At the pre-application meeting, DNRC staff indicated that the explanation was sufficient.
- The historic (pre-1973) diverted volume for the City's water right has been previously documented and accepted by the DNRC. Great West will work with City personnel to calculate the historic consumptive volume. It is assumed that the City will provide historic WTP records to enable the historic consumptive volume to be calculated.
- The compensation for these services in the Additional Services Phase: Water Rights Assistance included in the amendment is estimated to be \$15,000.00.

Cultural Resources

- Services include contracting with a subconsultant to update the Montana Cultural Resources Information System (CRIS) Forms for site nos. 24YL1991 and 24YL1992. The revised site form for each historic resource will contain a narrative that explains the recent changes (i.e. structure demolitions) and any grading or landscape disturbance. Further annotation of these changes should also include photographs and mapping.
- The compensation for these services in the Additional Services Phase: Cultural Resources included in the amendment is estimated to be \$900.00.

These Services are being requested in response to directives to the City from FEMA, so accordingly, the Services will be provided in accordance with the guidelines in the *Public Assistance Guide (FEMA 322/June 2007)* published by FEMA.



The total compensation for these services included in the amendment is estimated to be \$238,900. The total compensation for Services, as described in the original Task Order and Amendments 1, 2, 3, and 4 has been revised and is estimated to be \$915,800, based on the following assumed distribution of compensation:

a. Study and Report Phase	\$ 190,000
b. Preliminary Design Phase	\$ 174,000
c. Final Design Phase	\$ 410,000
d. Bidding Phase	\$ 23,000
e. Construction Phase	\$ 0
f. Post-Construction Phase	\$ 0
g. Additional Tasks: Easement Acquisition	\$ 60,000
h. Additional Tasks: FEMA Grant Coordination	\$ 20,000
i. Additional Tasks: Wetland Delineation	\$ 22,900
j. Additional Tasks: Water Rights Assistance	\$ 15,000
k. Additional Tasks: Cultural Resources	\$ 900

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. 5 to Task Order No. 26 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 Mace

By: Daniel M. McCauley

Title: Mark Mace, Mayor

Title: Daniel M. McCauley, President

Date: July 7, 2015

Date: JULY 6, 2015