

**RESOLUTION NO. R15-105**

**A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE PREVIOUSLY  
ADOPTED TASK ORDER NO. 29, AUTHORIZING GREAT WEST ENGINEERING  
FOR PHASE 3A AND 3B AS RECOMMENDED IN THE  
2014 WATER SYSTEM PRELIMINARY ENGINEERING REPORT (PER).**

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. 29 via Resolution No. R13-58 that enabled Great West Engineering, Inc. to assist the City with a preliminary engineering report for the municipal water system; and

WHEREAS, the City has requested Great West Engineering assist with the relocation of the Cherry Hills Booster Station and water treatment plant improvements as outlined in the PER; and

WHEREAS, the additional services to be provided by Great West Engineering are described on the attached Amendment No. 2 to Task Order No. 29, for an additional cost of \$546,000; and

WHEREAS, the total compensation for the project, with the additional services approved herein, is \$95,000 as more particularly described on the attached Amendment No. 2 to Task Order No. 29.


NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, Amendment No. 2 to Task Order No. 29 is hereby approved and the Mayor is hereby authorized to execute the attached Amendment No. 2 to Task Order No. 29 dated September 25, 2015 on the City's behalf.

Introduced at a regular meeting of the City Council on October 6, 2015, by Council Member  
Nelson.

PASSED and APPROVED by the City Council of the City of Laurel this 6<sup>th</sup> day of October, 2015.

APPROVED by the Mayor this 6<sup>th</sup> day of October, 2015.

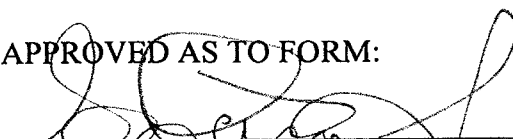
CITY OF LAUREL

  
\_\_\_\_\_  
Mark A. Mace, Mayor

ATTEST:

  
\_\_\_\_\_  
Shirley Ewan, Clerk/Treasurer

APPROVED AS TO FORM:

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



115 N Broadway  
Suite 500  
Billings MT 59101

PHONE: 406.652-5000  
FAX: 406.248-1363  
[www.greatwesteng.com](http://www.greatwesteng.com)

## LETTER OF TRANSMITTAL

To: Kenneth Olson, Mayor  
Of: City of Laurel  
Address: P.O. Box 10  
Laurel, MT 59044

Date: September 25, 2015  
Project: Laurel On-Call  
Project No.: 2-07128  
Subject: Amendment No. 2 to Task No. 29

Phone:

Fax:

We transmit:  As requested  Attached  Under separate cover  
Via:  Mail  e-Mail  Courier  Overnight delivery  Fax

# of Copies	Description
2	Amendment No. 2 to Task No. 29

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 Amendment No. 2 to Task Order No. 29 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: 406-4281-8585 cc: Project file

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

September 25, 2015

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

**Re: Amendment No. 2 to Task Order No. 29 – Water System PER  
Laurel Engineering Services On-Call  
Great West Engineering, Inc. Project No. 2-07128**

Dear Mayor Mace:

This letter constitutes *Amendment No. 2 to Task Order No. 29* 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:

- Services as outlined in the Preliminary and Final Design Phases described in Paragraphs A.1.02 and A.1.03 of Exhibit A to the *Agreement for Professional Services* to prepare plans and specifications for the Phase 3 Water System Improvements as recommended in the 2014 Water System Preliminary Engineering Report (PER). Due to the nature of the project, there are components that are best separated into two different projects. As such, the two subphases are generally described as:
  - **Phase 3A:** Relocation of the Cherry Hills Booster Station as outlined in the PER.
  - **Phase 3B:** Water treatment plant improvements as outlined in the PER, which include a base project plus additive alternatives. The additive alternatives were identified in the PER to be completed as funding allows. Additive Alternates 1 and 2 will be included in the design, plans, and specifications to be bid as directed by the City. The project more specifically includes the following major elements.
    - **Base Project:** Replacement of the flocculation and sedimentation basins with covered basins; automatic sludge removal in the sedimentation basins; and installation of a settled water pumping station to serve industrial uses.
    - **Additive Alternative #1:** Replacement of the backwash/sludge ponds.
    - **Additive Alternative #2:** Replacement of the 250,000 gallon backwash water storage tank.



A design report, plans, and specifications will be prepared for each subphase of the project separately.

- Services as outlined in the Bidding Phase described in Paragraphs A.1.04 of Exhibit A to the *Agreement for Professional Services* for the project assuming that the two projects will be bid separately.
- Additional services as described in Paragraphs A.2.01 of Exhibit A to the *Agreement for Professional Services* to provide administration services for governmental grants, loans, or advances in connection with the project, including a TSEP grant, DNRC-RRGL grant, and a DWSRF Loan in accordance with the Project Management Plan as included in the TSEP grant applications.
- Additional services as described in Paragraphs A.2.01 of Exhibit A to the *Agreement for Professional Services* to provide assistance with land acquisition include providing the legal survey and corresponding easements for the purchase of property and/or easements for both Phase 3A and 3B and providing necessary tables or figures to aid the City in negotiations with land owners.
- Services as outlined in the Construction and Post Construction Phases described in Paragraphs A.1.05 and A.1.06 of Exhibit A to the *Agreement for Professional Services* for the project will be added by amendment once the Final Design Phase is completed for each project, respectively.

The compensation for the services included in this amendment is estimated to be \$546,000. The total compensation for services, as described in the original Task Order and Amendment 1 and 2 has been revised and is estimated to be \$641,000, based on the following assumed distribution of compensation:

a. Study and Report Phase	\$ <u>85,000</u>
b. Design and Bidding Phase	\$ <u>483,000</u>
c. Construction Phase	\$ <u>TBD</u>
d. Post-Construction Phase	\$ <u>TBD</u>
e. Additional Services: TSEP Grant Application	\$ <u>7,000</u>
f. Additional Services: DNRC Grant Application	\$ <u>3,000</u>
g. Additional Services: Grant Administration	\$ <u>53,000</u>
h. Additional Services: Land Acquisition	\$ <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. 2 to Task Order No. 29* is agreed to by the parties and is effective as of the date of this letter.

**City of Laurel**

By: Mark A Mace

Title: Mark Mace, Mayor

Date: 10/6/2015

**Great West Engineering, Inc.**

By: Daniel M. McCauley

Title: Daniel M. McCauley, President

Date: SEPT. 25, 2015