

RESOLUTION NO. R16-20

**A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE PREVIOUSLY ADOPTED
TASK ORDER NO. 35, AUTHORIZING GREAT WEST ENGINEERING TO
PROVIDE ADDITIONAL SERVICES RELATING TO THE SOUTHEAST 4TH STREET
IMPROVEMENTS 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. 35 via Resolution R15-83 that enabled Great West Engineering, Inc. to provide services for the City's Southeast 4th Street Improvements 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. 35; and

WHEREAS, the additional services to be provided by Great West Engineering are described on the attached Amendment No. 1 to Task Order No. 35, for an additional cost of \$8,900.00; and

WHEREAS, the total compensation for the project, with the additional services approved herein, is \$27,800.00 as more particularly described on the attached Amendment No. 1 to Task Order No. 35.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, Amendment No. 1 to Task Order No. 35 is hereby approved and the Mayor is hereby authorized to execute the attached Amendment No. 1 to Task Order No. 35 dated March 1, 2016 on the City's behalf.

Introduced at a regular meeting of the City Council on March 1, 2016, by Council Member Herr.

PASSED and APPROVED by the City Council of the City of Laurel this 1st day of March, 2016.

APPROVED by the Mayor this 1st day of March, 2016.

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

**AMENDMENT TO TASK ORDER NO. 35 OF OWNER-ENGINEER AGREEMENT
Amendment No. 1**

The Effective Date of this Amendment is: March 1, 2016.

A. Background Data

1. Effective Date of Owner-Engineer Agreement: January 1, 2015
2. Effective Date of Task Order No. 35: June 2, 2015
3. Owner: City of Laurel, Montana
4. Engineer: Great West Engineering, Inc.
5. Project: SE Fourth Street Improvements

B. Nature of Amendment:

- Additional Services to be performed by Engineer
- Modifications of payment to Engineer

C. Description of Modifications:

The project was designed per the scope of work described under the Preliminary and Final Design Phases and then advertised for bid under the Bidding Phase. The Owner received no bids for the project so directed the Engineer to separate the concrete and striping portions of the project into separate smaller projects and to prepare quote packages. Once the quote packages were prepared, the Engineer assisted the Owner in soliciting quotes for the work, but no quotes were received for the work.

The Owner desires to combine the work into a single project again, make minor revisions to the design, and rebid the project in March 2016 to take advantage of a more favorable bidding climate.

D. Compensation for Services:

1. The total compensation for services under this Amendment to the Task Order is estimated to be \$8,900. The total compensation for services, as described in the Task Order and Amendment 1 has been revised and is estimated to be \$27,800 based on the following estimated distribution of compensation:

| | |
|-----------------------------|----------|
| a. Study and Report Phase | \$ 0 |
| b. Preliminary Design Phase | \$ 1,800 |
| c. Final Design Phase | \$10,200 |
| d. Bidding Phase | \$ 6,800 |
| e. Construction Phase | \$ 9,000 |
| f. Post-Construction Phase | \$ 0 |
| g. Additional Services | \$ 0 |

Exhibit L – Amendment to Task Order

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2. 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.
3. The total estimated compensation for Engineer's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.

E. Agreement Summary:

| | |
|-------------------------------------|----------|
| a. Original task order amount: | \$18,900 |
| b. Net change for prior amendments: | \$ 0 |
| c. This amendment amount: | \$ 8,900 |
| d. Adjusted Agreement amount: | \$27,800 |

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

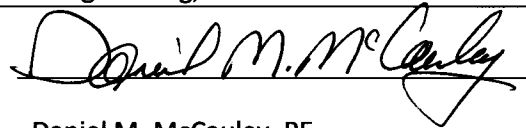
City of Laurel, Montana

Great West Engineering, Inc.

By:



By:



Print

Print

name: Mark A. Mace

name: Daniel M. McCauley, PE

Title:

Mayor

Title:

President

Date Signed:

03/01/2016

Date Signed:

FEB. 17, 2016

Exhibit L – Amendment to Task Order

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