

RESOLUTION NO. R16-26

**A RESOLUTION APPROVING AMENDMENT NO. 6 TO THE PREVIOUSLY
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 R14-46 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. 6 to Task Order No. 26, for an additional cost of \$657,760.00; and

WHEREAS, the total compensation for the project, with the additional services approved herein, is \$1,573,560.00 as more particularly described on the attached Amendment No. 6 to Task Order No. 26.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, Amendment No. 6 to Task Order No. 26 is hereby approved and the Mayor is hereby authorized to execute the attached Amendment No. 6 to Task Order No. 26 dated March 11, 2016 on the City's behalf.

Introduced at a regular meeting of the City Council on April 5, 2016, by Council Member Poehls.

PASSED and APPROVED by the City Council of the City of Laurel this 5th day of April, 2016.

APPROVED by the Mayor this 5th day of April, 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

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



March 11, 2016

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

**Re: Amendment No. 6 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. 6 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. This amendment will include Final Design of the Control Building, Construction Management, Construction Observation, Post Construction, and Additional Services.

Services provided by Great West Engineering outside of the scope of work, as described in the original Task Order and Amendments 1, 2, 3, 4, and 5, that are reflected in this amendment include:

- Additional services as outlined in the Final Design Phase described in Paragraph A.1.03 of *Exhibit "A"* of the *Agreement for Professional Services* in addition to services described in the original task order and amendments to date and as specifically described below. The compensation for these services in the Final Design Phase included in the amendment is estimated to be \$117,000.
 - Consultant will prepare final construction drawings and contract documents for the new Control Building located on the Howrey property. Control Building location was moved to a new site as land negotiations stalled with the McCoy's. Control Building design will consist of site grading and layout of the new location, building mechanical, electrical, and heating; air-backwashing controls and fixtures, hot water backflush system, and new control sequences and monitoring of the intake.
 - Update the engineer's opinion of probable construction cost for the new Control Building in accordance with Article 5 of the Agreement.

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115 N Broadway
Suite 500
Billings, MT 59101
406.652.5000
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- Subconsultant will complete a geotechnical evaluation of subsurface materials at new Control Building Location and make recommendation of Control Building foundation design.
- Subconsultant will provide Final Design updates of the Boiler System and appurtenances needed to supply hot water to the intake screens based on the new Control Building location.
- Subconsultant will alter electrical design to remove previously designed fiber communications between the Control Building and the water treatment plant and add the new City-wide microwave communications system that the City recently decided to implement.
- Subconsultant will provide services to develop a Computational Fluid Dynamics, three-dimensional hydraulic model of the river intake structure. The model will assess hydraulic conditions and velocity patterns at the intake structure and also evaluate the internal hydraulics of the intake structure. Hydraulic simulations will be run at two flow rates. Data will be used to complete final design of the intake structure.
- Coordination with permitting agencies identified in Amendment No. 1 and 5 for those project permits that have not yet been obtained. These permits include: Section 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.
- Services as outlined in the Construction Phase described Paragraph A.1.05 of *Exhibit "A"* of the *Agreement for Professional Services*. This includes Resident Project Representative (RPR) services (A.1.05.A.2) for an assumed 240 calendar day construction period. In addition to the services identified in *Exhibit "A"*, Engineer shall attend monthly City Council meetings during construction. Compensation for these services in the Construction Phase included in the amendment is estimated to be \$471,700.
- Services as outlined in the Post-Construction Phase described Paragraph A.1.06 of *Exhibit "A"* of the *Agreement for Professional Services*. Compensation for these services in the Construction Phase included in the amendment is estimated to be \$22,000.



- 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

- These services are in addition to and a continuation of those listed in Amendment No. 1 and 5. Specific additional services include coordinating with the Owner and City Attorney on the required construction and permanent easements (McCoy property, Howrey property, and CHS property), and land purchase for the new Control Building located on the Howrey property. Providing the Owner with maps and exhibits supporting the property easement and land purchase relating to the project, and assisting the Owner with acquiring the proper documentation and filing the documentation with the appropriate agencies
- The compensation for these services in the Additional Services Phase: Easement Acquisition included in the amendment is estimated to be \$17,700.

Wetland Delineation

- These services are in addition to those listed in Amendment No. 4. Specific additional services include delineating and classifying wetlands and waters of the United States within a 60-foot corridor (30 feet on either side of the alignment centerline) for the new Control Building site and pipeline route. Aerial imagery will be used to document wetlands until a field verification trip can be completed during the growing season.
- Develop a Mitigation Plan for impacts to wetlands and waters of the United States and submit to the U.S. Army Corps of Engineers for review. One revision of the plan is included in this scope of work.
- The compensation for these services in the Additional Services Phase: Wetland Delineation included in the amendment is estimated to be \$14,300.

Cultural Resources

- Services include contracting with a subconsultant to complete a Class III Cultural Resource Investigation for the new Control Building location and pipeline corridor.
- The compensation for these services in the Additional Services Phase: Cultural Resources included in the amendment is estimated to be \$2,560.



Operations and Maintenance Plan

- o Services include developing an Operations and Maintenance (O&M) Manual intended to assist City personnel in the operation and maintenance of the intake, controls, and transmission main system.
- o The compensation for these services in the Additional Services Phase: O&M Plan included in the amendment is estimated to be \$12,500.

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 \$657,760. The total compensation for Services, as described in the original Task Order and Amendments 1, 2, 3, 4, and 5 has been revised and is estimated to be \$1,573,560, based on the following assumed distribution of compensation:

a. Study and Report Phase	\$ <u>190,000</u>
b. Preliminary Design Phase	\$ <u>174,000</u>
c. Final Design Phase	\$ <u>527,000</u>
d. Bidding Phase	\$ <u>23,000</u>
e. Construction Phase	\$ <u>471,700</u>
f. Post-Construction Phase	\$ <u>22,000</u>
g. Additional Tasks: Easement Acquisition	\$ <u>77,700</u>
h. Additional Tasks: FEMA Grant Coordination	\$ <u>20,000</u>
i. Additional Tasks: Wetland Delineation	\$ <u>37,200</u>
j. Additional Tasks: Water Rights Assistance	\$ <u>15,000</u>
k. Additional Tasks: Cultural Resources	\$ <u>3,460</u>
l. Additional Tasks: O&M Manual	\$ <u>12,500</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. 26* is agreed to by the parties and is effective as of the date of this letter.

City of Laurel (Owner)

By: Mark A Mace

Title: Mark Mace, Mayor

Date: 4/5/2016

Great West Engineering (Engineer)

By: Daniel M. McCauley

Title: Daniel M. McCauley, President

Date: MARCH 11, 2016