



Agenda # 12
Commission Meeting Date:
November 20, 2012

CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Professional Services Contract Amendment: Lift Station #10, #12, and #25 Can Replacements and Miscellaneous Improvements, O. F. 1457.5

From: Engineering Division

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

Action Requested: Approve Professional Services Contract Amendment

Suggested Motion:

1. Commissioner moves:

"I move the City Commission approve the Professional Services Contract Amendment between the City of Great Falls and NCI Engineering Co. (NCI) for engineering services for the Lift Station #10, #12, and #25 Can Replacements and Miscellaneous Improvements, O. F. 1457.5 for a fee not to exceed \$7,857.50, and authorize the City Manager to execute the agreements."

2. Mayor calls for a second, discussion, public comment, and calls for the vote.

Staff Recommendation: Approve Professional Services Contract Amendment.

Background:

Significant Impacts

City Staff has negotiated an amendment to a previously approved professional engineering services contract (attached) with NCI. The amendment extends inspection and contract administration services due to the contractor overrunning the allowed contract days for construction and for unforeseen concrete fill found at Lift Station #12 that required extra inspection days. The overrun charges will be deducted from the contractor's final pay application.

Workload Impacts

NCI completed the design for the project and coordinated the bidding process. During the construction phase, NCI performed construction inspection and contract administration duties. City engineering and Veolia staff assisted with project administration duties.

Purpose

Due to groundwater and corrosive soils located at these lift stations, severe corrosion had taken place in the dry wells. In some cases, groundwater had begun to leak into these stations, and left unchecked, could have damaged the equipment located there. While work was being done in the dry wells, other repairs needed in these station's wet wells were performed as well.

Project Work Scope

NCI evaluated each station's condition and recommended the best course of action for repairs. Once the scope of the project was determined, they performed the design phase and bid out the project for construction. NCI then performed construction inspection services while the project was being completed. This project bid in the spring with construction commencing in the early summer. Lift Station #10 is located on 7th Avenue North and 45th Street and serves the Portage Meadows area. Lift Station #12 is located along Broadwater Bay and serves the adjacent business park. Lift Station #25 is located in Fox Hollow Park along Coyote Lane and serves the Fox Farm Area.

Evaluation and Selection Process

NCI was selected for this project based on the engineering selection process used by the City of Great Falls as the current qualified consultant on the rotation. NCI successfully designed and managed a similar project at lift station #27 in 2008. The original contract value was \$175,580.00, and was approved by the City Commission on February 15, 2011. Amendment No. 1 will increase the contract value by \$7,857.50 to a total of \$183,437.50.

Conclusion

City staff recommends approval of the Professional Services Contract Amendment No. 1 to NCI in the amount of \$7,857.50.

Fiscal Impact

This contract is being funded through Sewer Capital Funds. Schedule overrun costs incurred by the contractor in the amount of \$4,327.50 will be recouped from the contractor. The remaining \$3,530.00 of the amendment will come from the Sewer Capital Funds.

Alternatives:

The City Commission could vote to deny the approval of the Professional Services Contract Amendment No. 1.

Attachments/Exhibits:

1. Professional Services Contract Amendment No. 1.

AMENDMENT NO. 1

AGREEMENT FOR ENGINEERING SERVICES

CITY OFFICE FILE 1457.5

Lift Stations #10, #12, and #25 Can Replacements and Miscellaneous Improvements

This AMENDMENT made this ____ day of _____, 2012 by and between the CITY OF GREAT FALLS (OWNER), and NCI ENGINEERING CO. (ENGINEER) shall amend the Agreement for Engineering Services dated the 15th day of February, 2011 between the aforementioned parties, whereby the ENGINEER has performed optional activities not authorized by the original contract. Services covered under this amendment pertain to construction phase tasks provided by the ENGINEER to the City of Great Falls.

Amendments to SECTION A and SECTION C of the original AGREEMENT shall be as follows:

SECTION A – BASIC SERVICES OF ENGINEER

Task 1C Construction Phase

Additional services to be provided under this contract amendment are as follows:

Item 1 Liquidated Damages (specifications sheet 01208-3)

Engineering services required additional resident project inspection and construction administration due to Contractor not completing his work within the allowable contract time. **The extra engineering service needed for the time spent constructing by Contractor beyond the allowable time is a reimbursable fee provided to the Owner from the Contractor as liquidated damages.** The Engineer has tracked their extra effort and submitted to the Owner for compensation with their monthly pay request. The amount of the liquid damages requested by Engineer is \$4,327.50. This amount is the charge for the extra efforts explicitly spent by engineer during this construction time over run period.

Item 2 Extra Engineering Services for unforeseen existing concrete fill @ LS #12

Engineering services required additional resident project inspection and construction administration due to extra time spent reviewing, documenting, analyzing the situation at #12. And ultimately providing background and recommending compensation for change of condition requested by Contractor for his efforts to remove extra concrete fill hindering the removal of LS #12 dry pit. The extra construction effort amounted to engineering services for 2 working days for additional field review and administration and numerous communications between the Owner and the Contractor to arrive at an equitable solution/settlement for extra effort. The additional Engineering service time is 12 hours of field representation and 22 hours of administration effort and 2 hours of principal time for a total fee of \$3530.00.

SECTION C – COMPENSATION

2. Construction Phase Services Compensation. The OWNER shall compensate the ENGINEER for construction phase services as described under Section A for items 1 and 2 described above at hourly rates and unit costs per Exhibits A and B, not to exceed \$95,690 **\$103,547.50** (an increase of \$7,857.50). **Note, Contractor will be responsible for \$4,327.50**

of the increased amount.

- 2.1 ENGINEER shall submit monthly statements for Basic Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements. All such statements may be audited by the OWNER, and the ENGINEER shall, upon request, furnish all files, field notes, accounting and payroll records, time sheets or any other documents to the auditor designated by the OWNER.

WITNESSETH:

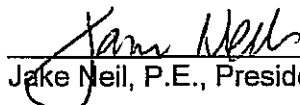
NOW, THEREFORE, THIS AMENDMENT WITNESSETH, that for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that the ENGINEER shall furnish services and the OWNER shall make payment for same in accordance with the Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment the day and year first above written.

OWNER
CITY OF GREAT FALLS

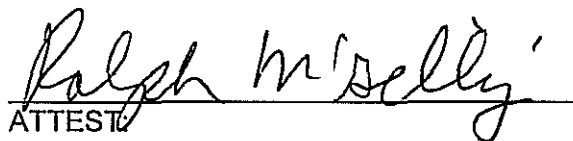
ENGINEER
NCI ENGINEERING CO.

City Manager – Gregory T. Doyon



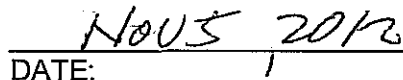
Jake Neil, P.E., President

ATTEST: City Clerk, Lisa Kunz



ATTEST

APPROVED FOR LEGAL CONTENT:
City Attorney



DATE: 1