



**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Professional Services Contract Amendment No. 2: South Great Falls Storm Drainage Improvements – O.F. 1554

From: Engineering Division

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

Action Requested: Approve Professional Services Contract Amendment No. 2

Suggested Motion:

1. Commissioner moves:

I move the City Commission (approve/not approve) the Professional Services Contract Amendment No. 2 between the City of Great Falls and DOWL for engineering services for the South Great Falls Storm Drainage Improvements - O. F. 1554, for a fee not to exceed \$38,095.00 and authorize the City Manager to execute the Agreement."

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

Staff Recommendation: Approve Professional Services Contract Amendment No. 2

Background:

Significant Impacts

City staff has negotiated an amendment (attached) for previously approved engineering services with DOWL. The original contract scope included pre-design, preliminary design, final design and bidding support services for the construction of improvements to correct storm drainage problems within three separate drainage basins located along the southern edge of Great Falls in an area generally bounded by 17th Avenue South, 20th Street South, 40th Avenue South and the Missouri River. Amendment No. 1, approved on March 4, 2014, included additional design, plan and bid document preparation, construction staking, right-of-way negotiation and easement preparation services. Amendment No. 2 includes additional services for the South Great Falls Storm Drain Improvements - Missouri River to 6th Street Pond project which is currently under construction, plus finalizing plans and contract documents for three additional project phases that were recommended in the South Great Falls Drainage Master Plan .

Workload Impacts

DOWL has completed the original and amended contract engineering services and will provide the additional engineering services identified in this Amendment. The additional services will be completed by June 30, 2017. It is anticipated three additional project phases will be bid and constructed over the next several years. City engineering staff will handle the construction management and inspection services for each of the project phases.

Purpose

The additional services in this Amendment will complete the construction phase of the current project and finalize plans and contract documents for three other phases including: 1) Middle Basin - 6th Street Pond to North End of School District Property, 2) North Basin – 24th Avenue South Missouri River to Upper River Road, and 3) South Basin – Missouri River to Marlie Drive. The completed and programmed improvements identified in the South Great Falls Drainage Master Plan collect stormwater runoff originating within the City and adjoining County areas and convey it downstream to new outfalls on the Missouri River. The improvements will correct current flooding problems, both inside and outside of the City, and lessen the chance of property damage.

Project Work Scope

Amendment No. 2 includes additional staking, submittal review, periodic construction inspection, meetings, and preparation of as-built plans for the current project under construction and finalizing plans and contract documents for three future project phases.

Evaluation and Selection Process

DOWL was selected on a rotational basis to provide the professional services in accordance with the City's Architect, Engineer and Surveyor Selection Policy and also for their ability to perform the work in an acceptable time frame.

Conclusion

City staff recommends approval of the Professional Services Contract Amendment No. 2 to DOWL in the amount of \$38,095.00. The original contract amount approved on July 3, 2012 was \$288,300.00. Amendment No. 1 approved on March 4, 2014, added \$139,502.00.

Fiscal Impact:

City storm drainage funding is programmed to fund the cost of the project.

Alternatives:

The City Commission could vote to deny the approval of the Professional Services Contract Amendment No. 2.

Attachments/Exhibits:

1. Professional Services Contract Amendment No. 2.

ADDENDUM 2 TO PROFESSIONAL SERVICES AGREEMENT
For
South Great Falls Storm Drainage Improvements – O.F. 1554

THIS ADDENDUM is entered into this 15th day of November, 2016, by and between the City of Great Falls, a Municipal Corporation, hereinafter referred to as "City," and DOWL (formerly DOWL HKM) hereinafter referred to as "Consultant," and agree as follows:

1. The City and the Consultant entered into a Professional Services Agreement on July 09, 2012, herein referred to as "Agreement," to perform the work and provide the services as set forth in the "Scope of Services"; and
2. The City and the Consultant entered into a Contract Amendment No. 1 on March 4, 2014 which increased the original contract amount from \$288,300 to \$427,802; and
3. The City and the Consultant mutually agree to modify the Agreement as follows:

COMPENSATION by CLIENT to DOWL HKM:

Reimbursement shall be on an Actual Cost basis, with a not-to-exceed total of ~~\$427,802~~ \$465,897 invoiced on an hourly basis no more often than monthly for services performed in the previous month in accordance with the rates set forth in EXHIBIT ~~D~~ DD. To be consistent with services actually rendered, DOWL ~~HKM~~ may alter the distribution of compensation between individual phases/tasks of the work noted herein, but total invoice amount shall not exceed the not-to-exceed total without CLIENT'S prior approval.

The following are hereby made a part of this ADDENDUM by attachment:

- Exhibit AA - Scope of Services-Addendum 2
- Exhibit BB – Project Schedule-Addendum 2
- Exhibit DD- DOWL MONTANA FEE SCHEDULE (Effective June 2016)
- Exhibit FF- Engineering Cost Itemization-Addendum 2

3. All other conditions and provisions of the Agreement entered into and approved by the Commission on July 9, 2012 remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum 2 to Professional Services Agreement the day and year first above written.

CITY OF GREAT FALLS

By: _____
Gregory T. Doyon, City Manager

By:  _____
Phillip A. Odegard
Western Montana Region Manager

Attest:

By: _____
Lisa Kunz, City Clerk

(Seal of the City)

Approved as to Form:

By: _____
Sara R. Sexe, City Attorney

EXHIBIT AA
SCOPE OF SERVICES

Additional Services of Engineer

Complete - OF 1554.2 Missouri River to 6th Street Pond

- Provide Construction Staking for the project .
- Complete review of any additional contractor submittals including traffic control submittals
- Review any change orders
- Conduct periodic site visits as requested by the City Engineers office
- Attend any meetings as requested by the City Engineers office
- Prepare and draft as-builts for the project after completion

Revise and Finalize – Missouri River to Marlie, Middle Basin 6th str. To 10th str., 24th Ave South Projects

- Revise and update all drawings as required by the restructuring of the bid packages by City to include all borings in the first phase of the project.
- Revise and update project manual for each project to incorporate current City Bid documents and the revisions to the plan documents
- Revise and update the project quantities and cost including Measurement & Payment sections and the Project cost estimates.
- Incorporate any City of Great Falls review comments into Plans and manual.

Items not included in scope of work

- Bidding phase services
- Construction phase services for the three projects to be revised finalized.

EXHIBIT BB – Addendum 2

South Great Falls Storm Drainage Improvements– O.F. 1554

<u>Work Item</u>	<u>Estimated Completion date</u>
<i>Complete</i> - OF 1554.2-Missouri river to 6 th street pond	⇒ Dependent on construction schedule – Est. Spring 2017
<i>Revise and Finalize</i> – Missouri river to Marlie Drive project	⇒ June 30, 2017
<i>Revise and Finalize</i> – Middle basin - 6 th Street to 10 th Street project	⇒ June 30, 2017
<i>Revise and Finalize</i> – 24 th Ave South Project	⇒ June 30, 2017



DOWL

Exhibit DD -DOWL Montana Fee Schedule

Effective June, 2016
Until Further Notice
1 | Page

MONTANA FEE SCHEDULE

Personnel Billing Rates

Personnel are identified on our invoices by name and/or labor category.

Senior Manager IV	\$250.00	Planner VIII	\$195.00
Senior Manager III	\$220.00	Planner VII	\$165.00
Senior Manager II	\$210.00	Planner V	\$160.00
Senior Manager I	\$195.00	Planner IV	\$145.00
Project Manager VI	\$190.00	Planner III	\$125.00
Project Manager V	\$170.00	Planner II	\$105.00
Project Manager IV	\$165.00	Planner I	\$75.00
Project Manager III	\$130.00	Geologist IV	\$140.00
Project Manager II	\$120.00	Geologist III	\$120.00
Project Manager I	\$115.00	Geologist II	\$110.00
Project Administrator	\$80.00	Hydrologist III	\$115.00
Project Quality Assurance Manager	\$160.00	Hydrologist	\$110.00
Field Project Representative	\$95.00	Hydrogeologist	\$110.00
Project Assistant II	\$100.00	Cultural Resources Specialist V	\$155.00
Project Assistant I	\$85.00	Cultural Resources Specialist IV	\$135.00
Engineer X	\$225.00	Cultural Resources Specialist III	\$110.00
Engineer IX	\$210.00	Cultural Resources Specialist I	\$85.00
Engineer VIII	\$185.00	Intern	\$50.00
Engineer VII	\$175.00	Engineering Technician V	\$115.00
Engineer VI	\$160.00	Engineering Technician IV	\$110.00
Engineer V	\$150.00	Engineering Technician III	\$85.00
Engineer IV	\$125.00	Engineering Technician II	\$75.00
Engineer III	\$105.00	Engineering Technician I	\$65.00
Engineer II	\$90.00	Public Involvement Program Manager	\$125.00
Engineer I	\$85.00	Public Involvement Coordinator	\$110.00
Civil and Transportation Designer	\$90.00	Public Involvement Planner	\$95.00
Environmental Specialist X	\$225.00	Public Involvement Assistant	\$80.00
Environmental Specialist IX	\$210.00	Real Estate Services Manager	\$150.00
Environmental Specialist VIII	\$185.00	Right of Way Agent VI	\$185.00
Environmental Specialist VII	\$180.00	Right of Way Agent IV	\$150.00
Environmental Specialist VI	\$165.00	Right of Way Agent III	\$125.00
Environmental Specialist V	\$150.00	Right of Way Agent II	\$110.00
Environmental Specialist IV	\$115.00	Right of Way Agent I	\$95.00
Environmental Specialist III	\$110.00	Right of Way Assistant	\$85.00
Environmental Specialist II	\$105.00	Professional Land Surveyor X	\$180.00
Environmental Specialist I	\$90.00	Professional Land Surveyor IX	\$170.00
Biologist IV	\$155.00	Professional Land Surveyor VIII	\$155.00
Biologist III	\$115.00	Professional Land Surveyor VII	\$145.00
Archaeologist	\$85.00	Professional Land Surveyor VI	\$135.00
Landscape Architect VII	\$180.00	Professional Land Surveyor V	\$130.00
Landscape Architect V	\$160.00	Professional Land Surveyor IV	\$120.00
Landscape Architect IV	\$145.00	Professional Land Surveyor III	\$110.00
Landscape Architect III	\$120.00	Professional Land Surveyor II	\$100.00
Landscape Architect II	\$105.00	Professional Land Surveyor I	\$90.00
Landscape Architect I	\$100.00	Crew Chief V	\$120.00
Landscape Planner	\$105.00	Crew Chief IV	\$110.00
Planner X	\$250.00	Crew Chief III	\$100.00
Planner IX	\$210.00	Crew Chief II	\$95.00



Survey Crews

One-Person Survey Crew	=	\$120/hour
One-Person Survey Crew GPS Robotics	=	\$130/hour
Two-Person Survey Crew w/o GPS Robotics	=	\$160/hour
Two-Person Survey Crew	=	\$180/hour
Two-Person Survey Crew GPS Robotics	=	\$190/hour
Two-Person Survey Crew (PLS + LSIT)	=	\$225/hour
Three-Person Survey Crew	=	\$260/hour

Equipment, Materials, & Supplies

ATVs/Trailer	=	\$150.00/day	
Boat/Trailer	=	\$150.00/day	
2 GPS Receivers (Survey Quality)	<u>DAY</u>	<u>WEEK</u>	<u>MONTH</u>
	\$425.00	\$1,600.00	\$4,320.00
Single/Each Additional Receiver	\$250.00	\$900.00	\$2,700.00

Travel, Mileage, & Miscellaneous

Per diem will be billed when travel is more than 50 miles from the office during a meal allowance period of three or more consecutive hours or involves an overnight stay. The three meal allowance periods are breakfast (midnight to 10 am), lunch (10 am – 3 pm) and dinner (3 pm to midnight).

Per diem (per person, per day Montana)	=	\$51.00/day
Lodging	=	cost per night
Airfare	=	cost
Vehicle Usage – Automobiles	=	0.75/mile
Vehicle Usage – Pickups, Suburban	=	1.00/mile
Printing/Supplies/Phone/Fax/Postage	=	Note 2
Specialized Software/Hardware	=	Note 3
Subcontractors	=	Cost + 10%
Laboratory Analysis	=	Cost + 10%
Other/Miscellaneous	=	Cost + 10%

Notes

1. DOWL's Professional Fee Services Fee Schedule is subject to adjustment each year or at the end of a contract period, whichever is appropriate. Should adjustments be anticipated or required, such adjustments will not affect existing contracts without prior agreement between Customer and DOWL.
2. Costs included in overhead rates for reasonable requests. Requests beyond those considered reasonable by the project manager billed at Cost + Agreed Upon Mark-up.
3. Specialized computer software or hardware necessary for a unique application for will be billed at a negotiated rate or unit cost.
4. Late charges will be assessed on the unpaid balance of all accounts not paid within 30 days of the billing date, at a rate of 1.0 percent per month (12% per year).

EXHIBIT FF
Engineering Cost Itemization-South Great Falls Storm Drainage Improvements-
Addendum 2

Task	Senior Project Manager-Eng VI (R. West)		Project Engineer Eng IV (Arthur)		CADD / Engineer I (S. West)		Licensed surveyor V (Reed)		CADD/Survey tech (Gold)		Admin (Polacek)		TOTAL LABOR		Per Diem	Travel	Other Direct Costs	TOTAL EXPENSES	TOTAL OF LABOR AND EXPENSES
	Hrs @ \$160	Total Cost	Hrs @ \$125	Total Cost	Hrs @ \$85	Total Cost	Hrs @ \$130	Total Cost	Hrs @ \$85	Total Cost	Hrs @ \$55	Total Cost	Hours	Cost					
I Project Administration																			
A. contract administration	2.0	\$ 320		\$ -		\$ -		\$ -		\$ -	2.0	\$ 110	4.0	\$ 430				\$ -	\$ 430
B. Quality control / Assurance		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -				\$ -	\$ -
Subtotal	2.0	\$ 320		\$ -		\$ -		\$ -		\$ -	2.0	\$ 110	4.0	\$ 430				\$ -	\$ 430
II Complete - OF 1554.2- Missouri River to 6th street Pond																			
A. Construction staking		\$ -		\$ -		\$ -	47.0	\$ 6,110		\$ -		\$ -	47.0	\$ 6,110	\$ 265	\$ 210		\$ 475	\$ 6,585
B. submittal review & change orders	2.0	\$ 320	20.0	\$ 2,500		\$ -		\$ -		\$ -		\$ -	22.0	\$ 2,820				\$ -	\$ 2,820
C. site visits/meeting		\$ -	40.0	\$ 5,000		\$ -		\$ -		\$ -		\$ -	40.0	\$ 5,000				\$ -	\$ 5,000
D. As-Builts		\$ -	2.0	\$ 250	8.0	\$ 680		\$ -		\$ -	2.0	\$ 110	12.0	\$ 1,040				\$ -	\$ 1,040
Subtotal	2.0	\$ 320	62.0	\$ 7,750	8.0	\$ 680	47.0	\$ 6,110		\$ -	2.0	\$ 110	121.0	\$ 14,970	\$ 265	\$ 210		\$ 475	\$ 15,445
III Revise and Finalize - Missouri River to Marlie Drive Project																			
A. Revise and update drawings	1.0	\$ 160	8.0	\$ 1,000	6.0	\$ 510		\$ -		\$ -		\$ -	15.0	\$ 1,670				\$ -	\$ 1,670
B. Revise Project Manual	2.0	\$ 320	16.0	\$ 2,000		\$ -		\$ -		\$ -	2.0	\$ 110	20.0	\$ 2,430				\$ -	\$ 2,430
C. M&P and cost estimate	2.0	\$ 320	8.0	\$ 1,000		\$ -		\$ -		\$ -		\$ -	10.0	\$ 1,320				\$ -	\$ 1,320
D.		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -				\$ -	\$ -
Subtotal	5.0	\$800	32.0	\$4,000	6.0	\$510		\$0		\$0	2.0	\$110	45.0	\$ 5,420				\$ -	\$5,420
IV Revise and Finalize -Middle Basin- 6th Str. to 10th Str. Project																			
A. Revise and update drawings	2.0	\$ 320	28.0	\$ 3,500	20.0	\$ 1,700		\$ -		\$ -		\$ -	50.0	\$ 5,520				\$ -	\$ 5,520
B. Revise Project Manual	4.0	\$ 640	32.0	\$ 4,000		\$ -		\$ -		\$ -	4.0	\$ 220	40.0	\$ 4,860				\$ -	\$ 4,860
C. M&P and cost estimate	2.0	\$ 320	8.0	\$ 1,000		\$ -		\$ -		\$ -		\$ -	10.0	\$ 1,320				\$ -	\$ 1,320
D.		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -				\$ -	\$ -
Subtotal	8.0	\$1,280	68.0	\$8,500	20.0	\$1,700		\$0		\$0	4.0	\$220	100.0	\$ 11,700				\$ -	\$11,700
V Revise and Finalize - 24th Ave South Storm Drain Project																			
A. Revise and update drawings	1.0	\$ 160	8.0	\$ 1,000	6.0	\$ 510		\$ -		\$ -		\$ -	15.0	\$ 1,670				\$ -	\$ 1,670
B. Revise Project Manual	1.0	\$ 160	16.0	\$ 2,000		\$ -		\$ -		\$ -	2.0	\$ 110	19.0	\$ 2,270				\$ -	\$ 2,270
C. M&P and cost estimate	1.0	\$ 160	8.0	\$ 1,000		\$ -		\$ -		\$ -		\$ -	9.0	\$ 1,160				\$ -	\$ 1,160
D.		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -				\$ -	\$ -
E.		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -				\$ -	\$ -
Subtotal	3.0	\$480	32.0	\$4,000	6.0	\$510		\$0		\$0	2.0	\$110	43.0	\$ 5,100				\$ -	\$5,100
GRAND TOTAL	20	\$ 3,200	194.0	\$ 24,250	40	\$ 3,400	47	\$ 6,110		\$ -	12	\$ 660	313.0	\$ 37,620	\$ 265	\$ 210		\$ 475	\$ 38,095

Reimbursable Expenses:
 Mileage @ \$1.00/mile
 Per diem @ \$51.00/day