

The City of Sugar City, Idaho

Resolution No.: 2019 - 5

**“A Resolution to Approve an Amendment to the Professional Services Contract between Forsgren Associates, Inc. (Forsgren) and the City of Sugar City, to Provide Services for the Water System Improvement Project.”**

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WHEREAS, the Council of the City of Sugar City, Idaho desires to amend the contract with Forsgren to perform engineering services for the Water System Improvement Project that was approved in the Bond election of November of 2017; and

WHEREAS, Forsgren has indicated in the attached amendment agreement that it has and will accrue additional expenses above and beyond the original scope of work included in the current contract to help the city accomplish the aforementioned purpose; and

WHEREAS, the Council of the City of Sugar City, Idaho feels these changes are important to the successful outcome of the water project;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SUGAR CITY, AS FOLLOWS:

The City Council of the City of Sugar City, Idaho hereby approves the attached amendment in the amount of \$101,500 to the Professional Services Contract with Forsgren making the new maximum amount \$638,500, and authorizes the Mayor to execute the aforementioned Amendment.

PASSED by the Council of the City of Sugar City on this 25<sup>th</sup> day of July, 2019

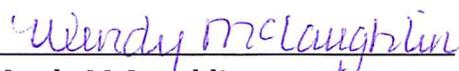
APPROVED by the Mayor of the City of Sugar City on this 25<sup>th</sup> day of July, 2019.

(SEAL)



David D. Ogden,  
Mayor

ATTEST:

  
Wendy McLaughlin,  
City Clerk - Treasurer



# Sugar City

David D. Ogden, Mayor  
Wendy McLaughlin, Clerk-Treasurer  
Shelley Jones, Deputy Clerk-Treasurer  
Arlynn Jacobson, Public Works Director

## MEMORANDUM

TO: Sugar City Council

DATE: July 30, 2019

RE: Amendment to Engineering Contract for Water Project

Dear Councilors,

Randy Johnson and I have been working on this project for some time now, and I knew that an adjustment to the contract would have to happen at some point for the following two reasons:

1. We had one bid opening that went bad when two of the contractor's objected to our decision on who was the low bidder. This was created when both contractors had errors in their bid documents, and so rather than face a lengthy and possible difficult trial, we decided to bid the project again. This took additional time and resource from the engineers.
2. A second bid opening for the remainder of the project came in significantly higher than the project could afford, and it was determined that parts of the bid would be broken off and bid out separately. This has resulted in the fact that we are not back under cost estimates, but it did cost the engineer additional time and resources to put together these individual bids.

I realize that this part of the project will come in over budget, but the rest of the project has come in sufficiently under budget to allow for this amendment to proceed. I am recommending that we approve this amendment. Thank you.

Sincerely,

*David D. Ogden*

David D. Ogden  
Mayor

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 12-15-17.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. 3**

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: 12/15/17
- b. Owner: City of Sugar City, Idaho
- c. Engineer: Forsgren Associates Inc.
- d. Project: Sugar City Water System Improvements

2. *Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]*

- Additional Services to be performed by Engineer*
- Modifications to services of Engineer*
- Modifications to responsibilities of Owner*
- Modifications of payment to Engineer*
- Modifications to time(s) for rendering services*
- Modifications to other terms and conditions of the Agreement*

3. *Description of Modifications:*

- a. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:

Exhibit A Part – 1 Basic Services

Section A1.05 Construction Phase

Because the Well 5 Pump Station was rebid to bring the project within budget, the completion of construction work for the Well 5 Pump Station has extended beyond that originally contemplated. It was originally anticipated that the construction would be concurrent with the other project components. In addition, other unanticipated work has been requested that is beyond the original scope of this project. These items include preparation of and attendance at an American Iron and Steel Audit, Revision to the routing of power source to the well site from

Rocky Mountain Power, and coordination of the delayed disinfection and leak testing for the water tank.

It is anticipated that the services described in section A1.05 will be performed on a part time basis through completion of the Well 5 Pump Station. Construction substantial completion is anticipated in November 2019 and final completion is anticipated in December 2019.

The proposed amendment anticipates services to support construction that include the following hours:

Employee	Est. Hours	Employee	Est. Hours
Engineering Tech. I	460	Engineer IV	145
Engineering Tech. III	10	Engineer V	8
Engineer I	5	Admin. III	8

- b For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer on a time and materials basis up to the following additional or modified compensation:
  - Services during construction \$52,000
- c The schedule for rendering services is modified as follows:  
The anticipated time of service will be to provide services during construction of the Well 5 Pump Station through December 31, 2019.

5. Agreement Summary (Reference only)

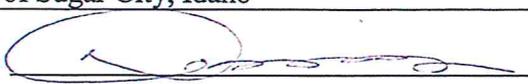
a. Original Agreement amount:	\$ 537,000
b. Net change for prior amendments:	\$ 49,500
c. This amendment amount:	\$ 52,000
d. Adjusted Agreement amount:	\$ 638,500

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. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER:

City of Sugar City, Idaho

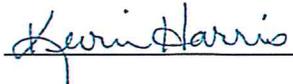
By: 

Title: Mayor

Date Signed: 2/26/2019

ENGINEER:

Forsgren Associates, Inc.

By: 

Title: Division Manager

Date Signed: 7/8/2019