

Executive Summary

TO: Mayor Blad and Pocatello City Council

FROM: Justin Armstrong, Water Superintendent

DATE: February 27, 2025

SUBJECT: Professional Service Agreement, Task Order #7 Amendment for Services During Construction – High Country Tank Replacement

Recommendation:

Staff recommends that the City Council authorize the Mayor to approve the Task Order #7, Amendment #1 for Services During Construction for the High Country Tank Replacement Project in the amount of \$205,460.00, subject to Legal Department approval.

Project funding was established within the Water Department's FY2025 capital improvement fund line: 031.3009.500.80-07.

Discussion:

The City of Pocatello entered into a Professional Services agreement with Keller Associates for Task Order #7 – High Country Tank Replacement for project design and bidding services. The initial scope of services included project management through design and bidding services. The project was successfully bid on February 11, 2025 with a recommendation to award to the lowest responsive bidder, MD Nursery and Landscaping, Inc.

Amendment #1 of Task Order #7, includes supporting the City of Pocatello with contract management and construction observation services through completion of the project. The construction phase services allow for project completion within 395 days, plus 90 days for any potential seasonal weather shutdown, as defined within the construction contract.

To: City Council and Mayor
From: Matt Kerbs, Deputy City Attorney 
Date: March 7, 2025
Re: Professional Services Agreement with Keller Associates, Inc. for Task Order #7, Amendment #1 – High Country Tank Replacement

I have no legal concerns with the Council approving and authorizing the Mayor to sign the above referenced amendment. Keller Associates was selected for Professional Service Contracts with Design Professionals pursuant to the requirements of Idaho Code 67-2320.

AMENDMENT TO OWNER-CONSULTANT AGREEMENT

Amendment No. 01

Background Data:

a.	Effective Date of Owner-Consultant Agreement	January 4, 2023
b.	Effective Date of this Amendment:	March 20, 2025
b.	Owner:	City of Pocatello, ID
c.	Consultant:	Keller Associates, Inc.
d.	Project:	High Country Tank Replacement KA #221071-007

Nature of Amendment:

This amendment includes the additional services provided by the Consultant through the construction phase of the project.

Description of Modifications:

See Attachment A.

Compensation Summary:

	<i>Billing Basis</i>	<i>Original Agreement</i>	<i>Prior Amendments</i>	<i>This Amendment</i>	<i>Total</i>
Task 1: Project Management	LS	\$15,120	\$0	\$11,550	\$26,670
Task 2: Preliminary Engineering Report	LS	\$62,460	\$0	\$0	\$62,460
Task 3: Final Design	LS	\$181,220	\$0	\$0	\$181,220
Task 4: Services During Bidding	LS	\$11,450	\$0	\$0	\$11,450
Task 5: Construction Phase Services	LS	T.B.D.	\$0	\$143,870	\$143,870
Task 6: Construction Observation Services	T&M	T.B.D.	\$0	\$37,200	\$37,200
Task 7: Project Closeout	LS	T.B.D.	\$0	\$12,840	\$12,840
Task 8: Management Reserve	LS/T&M	\$10,000	\$0	\$0	\$10,000
Total		\$280,250	\$0	\$205,460	\$485,710

Schedule:

See Attachment A.

All provisions of the Agreement not modified by this or previous amendments remain in effect. In witness thereof, the parties hereto have executed or caused to be executed by their duly authorized officials this Amendment to the Agreement on the respective dates indicated below.

CITY OF POCATELLO

KELLER ASSOCIATES, INC.

Signature: _____
Name: Brian C. Blad
Title: Mayor
Address: P.O. Box 4169
Pocatello, ID 83205
Telephone: (208) 234-6163
Date: _____

Signature: _____
Name: James Bledsoe
Title: Vice President
Address: 100 East Bower Street, Suite 110
Meridian, ID 83642
Telephone: (208) 288-1992
Date: _____

Attachment A
CITY OF POCATELLO
HIGH COUNTRY TANK REPLACEMENT
SCOPE OF WORK – AMENDMENT #1 – SERVICE DURING CONSTRUCTION

PROJECT DESCRIPTION

The City of Pocatello (“City”) has contracted with **Keller Associates, Inc.** (“Consultant”) to provide design services for the replacement of the High Country Tank. The project has now been bid out and the City is proceeding forward with Construction.

This amendment is for the Consultant to provide construction phase services, construction observation services, and project closeout services.

Consultant’s services for this Amendment #1 are limited to those services outlined in the following scope of work.

SCOPE OF WORK

MODIFY TASK 1: PROJECT MANAGEMENT

Consultant Responsibilities to include General Project Management services for construction phase services.

Add the following Assumptions:

- Project management budget assumes a construction project schedule of up to 16 months.
- Project is being funded by the following entities: *The City of Pocatello*

ADD TASK 5: CONSTRUCTION PHASE SERVICES

Consultant Responsibilities:

This task includes the engineering services to support the Owner during the construction of the project by one prime Contractor. Consultant’s level of effort during construction is often affected by the selected Contractor. The fee estimate, level-of-effort projections, and schedule assumptions represent Consultant’s professional judgement. As activities progress, it may become apparent some modifications to this scope are necessary due to changes in the Contractor’s schedule and work. Consultant will advise the Owner of such issues and any fee and/or schedule impact prior to implementing revised activities. This task will include the following:

- 5.1. Construction Contract Administration. Consult with Owner and act as Owner’s representative.
- 5.2. Contract Documents. Incorporate addenda and prepare construction documents for distribution to Owner and Contractor as a Conformed Set.
- 5.3. Pre-Construction Meeting. A pre-construction conference will be chaired by the Consultant and attended and conducted by the Owner, the Contractor, major suppliers, and subcontractors. The purpose of this meeting will be to establish lines of communication as well as procedures and timelines for the job. Consultant will prepare meeting agenda and meeting notes to be distributed to attendees.
- 5.4. Construction Meetings. Conduct onsite construction progress meetings every two weeks (during periods of active construction) with Owner and Contractor representatives and distribute meeting agenda and subsequent meeting notes with action items to attendees. Meetings to be held during periods of active construction.
- 5.5. Contractor Schedule. Review Contractor’s proposed construction time schedule and critical path sequencing.

- 5.6. Submittals. Review Contractor's submittals for general conformance to the specified materials and methods noted in the design plans and specifications. Reviews will not specify Contractor techniques, sequencing, procedures, means or methods of construction or to safety precautions.
- 5.7. Test Results. Receive and review test results provided by the Contractor and/or Owner. These test results are anticipated to include soil, rebar, and concrete test reports. These tests will be used to assess if results conform with the plans and specifications. The review of the test results will not be considered as an independent evaluation of the procedures used during testing.
- 5.8. Requests for Information (RFIs). Respond to RFIs from Contractor or Owner and provide clarification of Contract Documents.
- 5.9. Pay Requests. Review and recommend to Owner the Contractor pay requests.
- 5.10. Change Orders. Review change order and work directive requests.
- 5.11. Field Orders. Prepare and issue field orders requiring minor changes in the work.
- 5.12. Startup Support. Provide startup assistance. Startup is assumed to be one (1) day of support from the Consultant – including tank switchover and Tideflex Startup.
- 5.13. Substantial and Final Completion Inspection. Hold a Substantial Completion inspection with Owner Staff for the purpose of issuing a Notice of Substantial Completion to the Contractor. This Substantial Completion inspection will include the development of a "punch-list" for the Owner to use as the Contractor's final work to be completed. A final walkthrough will be held at the site to check that punch list items have been completed.

Owner Responsibilities:

- Review and process Contractor pay requests, change orders and other construction related documents.
- Attend construction meetings.

Assumptions:

- Work will be performed by one General Contractor.
- Material testing services such as soil compaction, concrete, steel, pipe pressure, and bacteria will be provided by the Contractor. Contractor shall also be responsible for specialty inspection services as outlined in the contract documents.
- Consultant shall not supervise, direct, or have control over Owner's contractor's work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the Contract Documents. Consultant will not direct or alter payment methodology between Owner and Contractor.
- Budget assumes up to 16 months of construction with 13 months of active construction.
- Budget assumes up to 40 submittals reviews, 10 resubmittal reviews, 15 RFIs, 4 field orders, and 4 change orders. Consultant will notify the Owner that the Consultant is commencing an additional service when any of these limitations have been reached.

Deliverables:

- Two 11"x17" paper copies and one electronic copy in PDF format of the Contract documents will be delivered to Owner.
- One 11"x17" paper copy and one electronic (PDF) copy of the Contract documents will be delivered to Contractor.
- Pre-construction meeting agenda and meeting notes.
- Submittal reviews.
- Substantial and final completion checklists.

ADD TASK 6 CONSTRUCTION OBSERVATION SERVICES

Consultant Responsibilities:

- 6.1 Construction Observation Services. Consultant will provide a part-time Resident Project Representative to observe onsite construction activities. Such visits and observation are not intended to be an exhaustive or continuous check or a detailed inspection of the Contractor's work but rather are to allow the Consultant to become familiar with the work in progress and to assess, in general, if the work is proceeding in accordance with the contract documents. Based on these observations, the Consultant shall keep the Owner informed about the progress of the work and shall endeavor to guard the Owner against known defects and deficiencies observed in the work. Construction observation services are intended to be supplemental to the similar observations that will be completed by the Owner on a day-to-day basis. In completing these services, it is recognized that the Contractor is solely responsible for furnishing and performing the work in accordance with the contract documents. The level of involvement during construction can be adjusted as requested by the Owner and will be managed by Consultant to remain within the budgeted amount. Owner will be notified if budgeted amount is being exhausted more quickly than expected.

Owner Responsibilities:

- Provide day-to-day construction observation. Seek interpretation of the Contract Documents as required. Alert Consultant of any concerns observed.

Assumptions:

- The budget assumes the construction schedule will be limited to 13 months of active construction (including final completion items), with an average of two site visits per week and approximately two hours per site visit including travel to and from the site is being assumed for budgeting purposes. Roughly 18 hours per month of active construction is assumed. Consultant will be entitled to additional compensation if the schedule is lengthened or additional time is needed onsite.
- Contractor is responsible for site safety plan.

Deliverables:

- Copies of photos, upon request of Owner.

ADD TASK 7: PROJECT CLOSEOUT

Consultant Responsibilities:

- 7.1 O&M Manual. Consultant will receive from the Contractor an operation and maintenance manual (O&M) that includes all major equipment. Consultant to provide brief supplement outlining the purpose, design criteria, operations/controls (including normal operations, theory of operation, tank isolation, and draining), and a summary of recommended preventative maintenance activities.
- 7.2 Record Drawings. The Record Drawings will be developed using the Contractor maintained set of "Red-line" drawings and will show locations of installed components of the Project as identified by the Contractor. These Record Drawings will show significant changes made during construction. Contractor drawings will be reviewed, noted, and submitted to Owner as part of the O&M Manual. Record drawings will be provided to Owner as updated CAD PDF's.

Owner Responsibilities:

- Provide information for O&M manual as requested by Consultant.
- Provide written comments on draft O&M manual provided.

Assumptions:

- The Contractor will prepare operation and maintenance manual information and submit it to the Consultant.
- Because Record Drawings are based on unverified information provided by other parties, the Consultant does not warrant their accuracy.

- Project services are assumed to end at the final completion date for construction. Ongoing support services and 11-month warranty service, if requested by the Owner, will be provided separately as an additional service.

Deliverables:

- Two 11"x17" paper copy and one electronic copy in PDF format of construction plans marked "Record Drawings".
- Two paper copies and one electronic copy in PDF format of the Operations and Maintenance Manual provided to the Owner.
- Provide one copy of the operations and maintenance manual to Agency for review.

SCHEDULE

Consultant anticipates the following project schedule. The number of days associated with each of the tasks are approximate and assume timely delivery of requested information. Actual schedule may vary:

Task	Schedule	Comments
Task 5 – Construction Phase Services	395 days + 90 days of Winter	It is anticipated that the Contractor will substantially complete construction within 395 days + 90 days of winter shutdown from the Notice to Proceed.
Task 6 – Construction Observation Services	395 days + 90 days of Winter	It is anticipated that the Contractor will substantially complete construction within 395 days + 90 days of winter shutdown from the Notice to Proceed.
Task 7 – Project Closeout	30 days	Project closeout services will be completed within 30 days after substantial completion of the project and after receiving required documentation from the Contractor.

COMPENSATION

As compensation for services to be performed by Consultant, the City will pay Consultant as described in the following table. The total authorized budget amount shall not be exceeded without written authorization from the City. For time and materials tasks, compensation will be according to the Consultant's standard billing rates updated biannually in January and July. Lump sum amounts shall include all costs for direct labor, indirect labor, overhead, reimbursable expenses, equipment, travel, per diem, and fixed fees.

Task	Type	Amendment Amount
Task 1 – Project Management	LS	\$11,550
Task 5 – Construction Phase Services	LS	\$143,870
Task 6 – Construction Observation Services	T&M	\$37,200
Task 7 – Project Closeout	LS	\$12,840
Total Cost		\$205,460

LS = Lump Sum T&M = Time and Materials