

**RESOLUTION NO. 3947**

**A RESOLUTION APPROVING AN AGREEMENT TO FURNISH ENGINEERING SERVICES BETWEEN THE CITY OF MILES CITY AND ROBERT PECCIA & ASSOCIATES, INC., FOR WASTEWATER TREATMENT FACILITY UPGRADES, TASK ORDER NUMBER FIVE.**

*WHEREAS*, the City of Miles City and Robert Peccia & Associates, Inc., desire to enter into an Agreement to Furnish Engineering Services for Wastewater Engineering Services for procurement and general phase 2 construction pertaining to improvements to the City's Wastewater Treatment Facility, generally described as Task Order Number Five;

**NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:**

1. "The Agreement to Furnish Engineering Services to Miles City, Montana for Wastewater Engineering Services – Task Order Number Five," attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by the Council;
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and to bind the City of Miles City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 26th DAY OF JULY, 2016.**

  
\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

  
\_\_\_\_\_  
Lorrie Pearce, City Clerk

**AGREEMENT TO FURNISH ENGINEERING SERVICES**  
**to**  
**MILES CITY, MONTANA**  
**for**  
**WASTEWATER ENGINEERING SERVICES**

**TASK ORDER NUMBER FIVE**  
**PREPARE EQUIPMENT PROCUREMENT DOCUMENTS and BID PHASE SERVICES**  
**FOR EQUIPMENT PROCUREMENT AND GENERAL PHASE 2 CONSTRUCTION**

This Task Order provides for professional engineering services to be performed by ROBERT PECCIA & ASSOCIATES, INC. (hereinafter the Engineer), for MILES CITY, MONTANA (hereinafter the Owner), in accordance with Article 1 of the Agreement to Furnish Engineering Services to MILES CITY, dated April 6, 2006 (hereinafter the Agreement). This Task Order represents an authorization to proceed with the scope of services, schedule, and compensation described herein. This Task Order, when executed by both parties, shall become a supplement to and part of the basic Agreement.

**ARTICLE 1. SCOPE OF SERVICES**

The Engineer agrees to furnish engineering services associated with the Phase 2 Improvements at the City's Wastewater Treatment Facility. This Phase 2 Project generally includes sludge digestion, sludge dewatering, ultraviolet disinfection, septage unloading station, and new entrance gate, hereinafter referred to as the Project. Services include preparation of contract documents for equipment to be procured directly by the Owner for installation by the general contractor, bid phase services for equipment procurement, and bid phase services for general construction. Anticipated staff-hour estimates for these activities are shown on the accompanying Schedule of Estimated Engineering Costs. Changes in the indicated scope of services shall be subject to renegotiation and implementation through a subsequent Task Order. The following items are to be completed as part of this Task Order.

1. Prepare Bidding and Contract Documents for equipment procurement by the Owner. This document shall include equipment requirements and specifications for (4) separate equipment schedules. Schedule One: Aerobic Digestion and Sludge Thickening Equipment; Schedule Two: Sludge Dewatering Equipment; Schedule Three: Aerobic Digestion and Membrane Blowers; Schedule Four: Ultraviolet Disinfection Equipment. Contract documents will prepare contract documents and specifications for procurement of this equipment, delivery requirements, and start-up services.
2. Advertise For Bids (separate advertisements for Equipment Procurement and General Construction). Engineer will coordinate the advertisement for bids in at least two different newspapers. One of the newspapers will be the local newspaper (Star) and the other will be a "major publication" such as in Billings, Great Falls, or Helena. The Owner will be responsible for the cost of publishing the legal advertisements.

3. Prepare Final Documents and Plans for Electronic Bidding (separate for Equipment Procurement and General Construction). Final documents will be formatted for electronic bidding and placed on RPA's web site for bidders to download.
4. Pre-Bid Conference (General Construction Only). The Engineer shall schedule and conduct a Pre-Bid Conference in Miles City. The intent of this conference is to make the Contractors fully aware of the project requirements and give the bidders an opportunity to see the site and ask questions. The Engineer make a record of the major items discussed at the meeting for inclusion in an Addenda.
5. Track and Distribute Plans (Planholders List separate for Equipment Procurement and General Construction). The Engineer will distribute plans and specifications to those bidders and suppliers who request them. The Engineer will maintain a record of the plans and specifications and to whom they have been sent.
6. Answer Bidders Questions and Prepare / Distribute Addenda (Separate for Equipment Procurement and General Construction). RPA will answer questions that bidders may have when reviewing the Contract Documents. It is typical for RPA to get a large number of phone calls when a project of this nature is in the bid phase. On some projects it becomes necessary to send out a written addenda to the plans and/or specifications. The addenda serves to make clarifications or changes in the *Contract Documents* prior to the bid opening. All written addenda issued will become part of the *Contract Documents* and all bidders shall be bound by such addenda, therefore a copy of the addenda shall be sent to all planholders on our list. The issuance of any addenda is the responsibility of the Engineer.
7. The Engineer will review all bids (including 4 separate schedules for Equipment Procurement and for General Construction) received for bid irregularities. Items to be reviewed include the Bid Bond, math errors in the bid, acknowledgment of receipt of any and all addenda, Contractor's registration number and proper completion of all bid document forms. If irregularities are discovered in the low bidder's package, the Engineer shall bring it to the attention of the Owner and encourage further consultation with Owner's attorney.
8. Bid Tabulations (prepared separately for Equipment Procurement and General Construction). The Engineer will prepare and distribute the bid tabulations to all planholders. The Engineer is responsible for transferring the unit bid prices and total bid prices shown in the Contractor's bid onto a *Bid Tabulation Sheet*. Any math errors in the Contractor's bid will be noted on the bid tabulations and the correct figure shown.
9. Award Recommendation (prepared separately for Equipment Procurement and General Construction). Engineer shall write a *Recommendation of Award* letter to the Owner. The *Recommendation of Award* letter shall be based on the lowest responsive bid, the absence of any bid irregularities (or in accordance with an Attorney's opinion in the case of bid irregularities), and the ability of the Contractor to perform the work. If the

Contractor's qualifications are not known, a Pre-Award Conference may be required prior to the *Recommendation of Award*.

10. Notice of Award. Once a Contractor has been approved by the Owner, the Engineer shall prepare a *Notice of Award* for the Owner and Contractor to sign.
11. Coordination and Negotiation for Sludge Dewatering Contract. During the course of bidding, the low bidder for the Schedule 2 Equipment Procurement was not able or willing to provide a bond for the contract amount as required in the contract documents. This Task also includes the additional time spent researching alternatives, modifying construction documents, and coordinating with the Owner and bidder to resolve this issue and execute an Agreement for procurement, delivery, and start-up of the sludge dewatering equipment.

## ARTICLE 2. SCHEDULING

It is anticipated that those services listed above under Article 1, Scope of Services, are to be completed by July 15, 2016.

## ARTICLE 3. COMPENSATION

### A. BUDGET

The budget for those services described under Article 1, **Scope of Services**, shall be a cost plus fixed fee not to exceed a total amount of \$38,500.00, without prior authorization. The fixed fee shall be \$4,781.66. The Engineers current wage rates, and actual direct out-of-pocket job costs shall be used to determine the costs. An estimate of these costs are shown on the attached Schedule of Estimated Costs.

DATED this 6th day of July, 2016.

MILES CITY MONTANA

By: 

John Hollowell, Mayor

ROBERT PECCIA & ASSOCIATES, INC.

By: 

Keith Jensen, P.E., President

**Exhibit A**  
**Schedule of Estimated Engineering Costs**  
**Robert Peccia & Associates, Inc.**  
**Task Order 6 - Prepare Equipment Procurement Documents and Bid Phase Services for Equipment Procurement and General Phase 2 Construction**

Work Item	Project Manager	Project Engineer	GADD Manager	Administrative Assistant	Total Hours
<u>EQUIPMENT BID PACKAGE</u>	\$50.46	\$35.32	\$32.19	\$22.34	
Prepare Equipment Bid Package	34	60			94
Coordinate Advertisement and Information on RPA Web Site	1		4	2	7
Answer Bidders Questions and Issue Addenda	8	4			12
Track Planholders and Distribute Plans				4	4
Evaluate Bids and Make Recommendation to Owner (4) Bids	12	4			16
Prepare and Distribute Bid Tabs	2	4		2	8
Prepare Award and Agreements (4 Contracts)		8			8
Resolve Issues and Contract Mods for PW Tech (bonding issue)	12	4			16
<u>PHASE 2 CONSTRUCTION - BID PHASE</u>					
Coordinate Advertisement and Information on RPA Web Site	2		4	4	10
Track Planholders and Distribute Plans				4	4
Attend Pre-Bid Meeting	12				12
Answer Bidders Questions and Issue Addenda	40	8			48
Evaluate Bids and Make Recommendation to Owner	16				16
Compile Information as Necessary to Obtain Agency Award Concurrence	6				6
Prepare and Distribute Bid Tabs	4	4		2	10
Project Management	6				6
<b>Total Hours</b>	<b>155</b>	<b>96</b>	<b>8</b>	<b>18</b>	<b>277</b>
<b>Labor Cost Per Employee</b>	<b>\$ 7,821.30</b>	<b>\$ 3,390.72</b>	<b>\$ 257.52</b>	<b>\$ 402.12</b>	<b>\$ 11,871.66</b>

**DIRECT EXPENSES**

Mileage	\$448.00
Per Diem	\$89.00
Computer Charges	\$1,000.00
Printing	\$300.00
<i>Subtotal</i>	\$1,837.00

**Total Direct Expenses & Subconsultants \$1,837.00**

**SUMMARY OF ENGINEERING EXPENSES**

Direct Labor	\$11,871.66
Overhead (1.6855 X Direct Labor)	\$20,009.68
Sub Total Labor Cost	\$31,881.34
Direct Expenses	\$1,837.00
Fixed Fee	\$4,781.66
<b>Total Engineering Fee</b>	<b>\$38,500.00</b>