

RESOLUTION NO. 3948

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 SIX.

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 Six;

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 Six," 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 SIX
CONSTRUCTION PHASE SERVICES
FOR PROCURED EQUIPMENT 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 Contract Administration and Construction observation for the project.

1. The Engineer will provide one full-time construction observer to perform field inspection services during the course of construction including observation and start-up of owner procured equipment. The attached estimate includes a construction period of 240 days. It is anticipated that the start-up of equipment procured by the Owner will occur within this construction period.
2. The construction observer will keep a written record of his field observations, including materials incorporated into the work. The On-Site Observer will act as an agent of the Owner in the Owner's relations with the Construction Contractor; to provide on-the-job day-to-day observation of the Project construction; to recommend the amounts of payments due the Contractor as set forth in the Contract Documents; and to keep records, maps, and plans for the preparation of record drawings after the Project is constructed.
3. The Engineer shall act as the Owner's agent for certain matters incidental to coordination of the project during construction; but the Engineer has not been retained or compensated to direct or supervise the Contractor's personnel; operate or have direct use of equipment; be responsible for construction means, methods, techniques, and procedures; be responsible for safety precautions on the project, or in any way infringe on the duties of the Contractor(s). The Contractor alone is responsible for the adequate performance in

conformance with the intent of the Construction Contract involving all aspects of the project and for the acts or omissions of the Contractor's agents or employees.

4. The Engineer shall manage the Project and monitor its percent complete status by preparing project status and financial analyses as requested by the Owner or other interested agencies.
5. The Engineer will furnish to the Owner copies of such diaries, survey notes, or field measurements generated during construction as the Owner may request.
6. Coordinate and conduct a preconstruction meeting (General Construction only) prior to the commencement of construction. Topics will include project requirements and scheduling.
7. Provide interpretations of the Contract Documents, specifications and drawings for the Contractors, Equipment Suppliers, Owner, and Engineers' On-Site Observer.
8. Review submittal material as required in the Contract Documents, including shop drawings, appropriate catalog cuts, illustrations and diagrams of proposed materials to be incorporated into the work, the Contractor's construction schedule and revisions thereto, the results of tests and inspections, and other data which the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. These shall be reviewed for general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. Such review is not intended as an approval of the submittals if they deviate from the Contract Documents or contain errors, omissions, and inconsistencies, nor is it intended to relieve the Contractor of his full responsibility for Contract performance, nor is the review intended to ensure or guarantee lack of inconsistencies, errors, and/or omissions between the submittals and the Contract requirements.
9. Provide supervision of the Engineer's on-site observation personnel, including periodic visits to the Project site to observe the progress and quality of the work.
10. Prepare estimates of monthly progress payments and submit the estimate and recommendation for payment to the Owner. This includes all (4) contracts for equipment procurement and the general contractor.
11. Prepare and submit contract change orders to the Owner for review and approval.
12. Provide substantial completion services during the period between substantial completion and final acceptance of the Project as follows:
 - 1) Make a final inspection of the Project jointly with representatives of the Owner.
 - 2) Prepare an estimate of final payment to the Contractor and submit the estimate

and recommendation for final payment to the Owner.

13. Make a one-year warranty inspection of the Project with representatives for the Owner to address any possible warranty issues that have surfaced since the final inspection.

ARTICLE 2. SCHEDULING

It is anticipated that those services listed above under Article 1, Scope of Services, are to be completed by August 1, 2018.

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 \$389,700.00, without prior authorization. The fixed fee shall be \$44,761.48. 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 - Construction Phase Services - Phase 2

Work Item	Project Manager	Project Engineer	GADD Manager	Sr. Const Technician	Total Hours
	\$50.46	\$35.32	\$32.19	\$35.36	
<u>EQUIPMENT BID PACKAGE</u>					
Contract Administration (4 Contracts)	80	20			100
Process Payment Applications	48				48
Submittal Review - Equipment Bid Package	20	50			70
Coordination with Design / General Contractor	40	40			80
<u>PHASE 2 CONSTRUCTION</u>					
Pre-Construction Meeting	16			12	28
Construction Inspection				1700	1700
Construction Administration	240				240
Process Payment Applications	64				64
Submittal Review	110	100			210
Support Contractor Control Establishment			16		16
Construction Progress Meetings	80	16		12	108
As-Built Drawings	40		100	20	160
Project Management	12				12
Total Hours	750	226	116	1744	2836
Labor Cost Per Employee	\$ 37,845.00	\$ 7,982.32	\$ 3,734.04	\$ 61,667.84	\$ 111,229.20

DIRECT EXPENSES

Mileage	\$20,797.50
Per Diem	\$23,085.00
Computer Charges	\$1,750.00
Printing	\$600.00

Subtotal \$46,232.50

Total Direct Expenses & Subconsultants \$46,232.50

SUMMARY OF ENGINEERING EXPENSES

Direct Labor	\$111,229.20
Overhead (1.6855 X Direct Labor)	\$187,476.82

Sub Total Labor Cost	\$298,706.02
Direct Expenses	\$46,232.50
Fixed Fee	\$44,761.48

Total Engineering Fee \$389,700.00