

RESOLUTION 77-25

To Approve Contract Between Utilities Service Board and Black & Veatch for Engineering Services for Dillman Road Treatment Plant

WHEREAS, the Common Council is required under Ordinance 76-18 and Resolution 76-18, Defining the Relationship Between the Common Council and Utilities Service Board, to approve all service contracts of the Board over \$100,000 within thirty days of passage by the Board, and;

WHEREAS, the Utilities Service Board has tentatively approved, subject to further review, the attached contract with Black & Veatch for engineering services at a cost of approximately \$559,000 for the Dillman Road Treatment Plant;

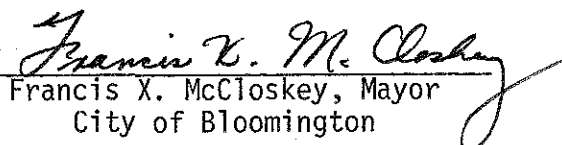
NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION I. The Common Council approves the attached contract between the Utilities Service Board and Black & Veatch for engineering services for the Dillman Road Wastewater Treatment Plant and interceptor sewer.

SECTION II. PASSED and ADOPTED by the Common Council of the City of Bloomington, Indiana, upon this 6 day of October, 1977.


Thomas O Middleton, President
Bloomington Common Council

SIGNED and APPROVED by me upon this 7 day of October, 1977.


Francis X. McCloskey, Mayor
City of Bloomington

SYNOPSIS

Resolution 77-25

To Approve Contract Between Utilities Service Board and Black & Veatch for Engineering Services for Dillman Road Treatment Plant

The Common Council is required under Ordinance 76-18 and Resolution 76-18 to approve all service contracts of the Utilities Service Board over \$100,000 within thirty days of passage by the Board. The Board has tentatively approved a contract for approximately \$559,000 with Black & Veatch for engineering services for the Dillman Road Treatment Plant, and this resolution approves that contract.

REVISION TO RESOLUTION 77-25

The USB voted Tuesday to break up the Black & Veatch contract into six sections to encourage participation by local contractors; for further information see the attached letter from Black & Veatch and the summary of Tuesday's meeting. The contract has therefore been amended to read as follows:

SECTION II--COMPENSATION

B. For resident services during construction, a fixed price on the length of time and number of resident engineers required. The maximum amount to be billed shall not exceed \$441,000 without further authorization.

1. Resident Engineer

a. During calendar year 1978	\$4,900.00 per month
b. During calendar year 1979	\$5,300.00 per month
c. During calendar year 1980	\$5,800.00 per month

2. Each Assistant Resident Engineer

a. During calendar year 1978	\$3,250.00 per month
b. During calendar year 1979	\$3,550.00 per month
c. During calendar year 1980	\$3,850.00 per month

3. Deputy Resident Engineer

a. <u>During calendar year 1978</u>	<u>\$4,050.00 per month</u>
b. <u>During calendar year 1979</u>	<u>\$4,450.00 per month</u>
c. <u>During calendar year 1980</u>	<u>\$4,850.00 per month</u>

4. Clerk-Typist

a. <u>During calendar year 1978</u>	<u>\$1,250.00 per month</u>
b. <u>During calendar year 1979</u>	<u>\$1,350.00 per month</u>
c. <u>During calendar year 1980</u>	<u>\$1,450.00 per month</u>

1500 MEADOW LAKE PARKWAY
MAILING ADDRESS: P.O. BOX NO. 8405
KANSAS CITY, MISSOURI 64114

CONTRACT FOR ENGINEERING SERVICES

THIS CONTRACT, executed in duplicate this _____ day of _____, 1977, between the City of Bloomington, Indiana acting through its Utilities Service Board, hereinafter called the City, and Black & Veatch, Consulting Engineers of Kansas City, Missouri, hereinafter called the Engineer;

WITNESSETH: That in consideration of the mutual covenants herein contained, the City hereby agrees to employ the Engineer to perform engineering services hereinafter outlined in connection with construction of the Dillman Road wastewater treatment plant and interceptor sewer.

SECTION I - SCOPE OF SERVICES

The Engineer agrees to perform engineering services in connection with the project including construction phase services, resident services during construction, operation and maintenance manual, startup services, and supplemental services as requested. Description of the services to be performed is listed in Appendix A.

SECTION II - COMPENSATION

For the services covered by this Contract, the City agrees to pay the Engineer as follows:

- A. For construction phase services, a fixed price of \$175,000.00.
- B. For resident services during construction, a fixed price based on the length of time and number of resident engineers required. The maximum amount to be billed shall not exceed \$265,000.00 without further authorization.
 - 1. Resident Engineer
 - a. During calendar year 1978 \$4,900.00 per month
 - b. During calendar year 1979 \$5,300.00 per month
 - c. During calendar year 1980 \$5,800.00 per month
 - 2. Each Assistant Resident Engineer
 - a. During calendar year 1978 \$3,250.00 per month
 - b. During calendar year 1979 \$3,550.00 per month
 - c. During calendar year 1980 \$3,850.00 per month

- C. For preparation of an operation and maintenance manual, a fixed price of \$52,500.00.
- D. For startup services, a fixed price of \$37,500.00 based on providing 80 man-days of engineering services.
- E. For supplemental services, cost plus a fixed fee. A fixed fee and maximum amount for each item of supplemental services will be established before the work is started. Supplemental services are not included in any of the prices or billing limits named above.

Cost shall mean salary times a multiplier to cover actual overhead plus reimbursable expenses at actual cost. The multipliers to cover actual overhead shall be:

Office personnel 1.82955
~~Resident engineers~~ ~~1.47535~~

These multipliers will apply until June 26, 1978. The multipliers shall be changed annually on June 27 to agree with actual overhead costs of the Engineer during the previous calendar year.

The following are reimbursable expenses:

- 1. Travel, subsistence, and incidental costs.
- ~~2. Use of motor vehicles on a mileage basis.~~
- 3. Telephone and telegraph costs.
- ~~4. Moving costs for full-time on-site personnel.~~
- 5. Reproduction of reports, drawings, and specifications.
- 6. Computer time charges including program use charges.
- 7. Charges of special consultants requested or authorized by the City.
- 8. Rental charges for use of equipment, including equipment owned by the Engineer.
- 9. Cost of acquiring any other materials or services specifically for and applicable to only this project.

F. The amounts listed above do not include any allowance for local city taxes, license fees, or special state fees or taxes (other than state income taxes). Should local taxes or fees be applicable to the engineering work or payments therefor, the amount of such fees or taxes shall be a reimbursable expense and fixed price amounts and billing limits shall be increased by the amount of such fees or taxes.

G. Partial periodic monthly payments shall be made to the Engineer by the City as follows:

1. For construction phase services, the amount of \$7,500.00 monthly, starting at the end of the month in which construction is authorized and continuing until construction is completed or until a maximum of \$157,500.00 has been paid. The remaining balance shall be paid when construction is completed.
2. For resident services during construction, an amount monthly based on the calendar year and the number of resident engineers provided.
3. For preparation of an operation and maintenance manual, the amount of \$5,250.00 monthly, starting at the end of the month in which work is authorized and continuing until the work is completed or until a maximum of \$47,250.00 has been paid. The remaining balance shall be paid when the manual is delivered to the City.
4. For startup services, the amount of \$6,250.00 monthly, starting at the end of the month in which work is authorized and continuing until the fixed price of \$37,500.00 is paid.
5. For supplemental services, an amount monthly equal to and based on an itemized statement prepared each month by the Engineer.

SECTION III - CITY'S RESPONSIBILITIES

It is mutually understood and agreed that the City will furnish, as required for the work and not at the expense of the Engineer, the following items:

- A. Property, boundary, easement, right-of-way, topographic, and utility surveys, and property descriptions when such information is required.
- B. All exploratory work, such as core borings, penetration tests, soundings, and subsurface explorations; laboratory tests and analyses, professional interpretations of exploratory and test data; and the services of other special consultants as necessary.

- C. All maps, drawings, records, and other data that are available in the files of the City and which may be useful in the work involved under this Contract.
- D. Access to public and private property, as necessary.
- E. Shop, mill, or laboratory inspection of materials, or laboratory testing service. The Engineer will review the reports furnished by such laboratories.

SECTION IV - OTHER MATTERS

It is mutually understood and agreed:

- A. That Appendix C-1 as published in the Federal Register on December 29, 1976 is made a part of this Contract.
- B. That the Engineer shall not be liable for delays resulting from causes beyond the reasonable control of the Engineer; that the Engineer has made no warranties, expressed or implied, which are not expressly set forth in this Contract; and that under no circumstances will the Engineer be liable for indirect or consequential damages.
- C. That the fixed prices and billing limits stated herein are based upon the following conditions:
 1. That the start of construction and performance of services be authorized prior to July 1, 1978.
 2. That construction and performance of services be completed prior to January 1, 1981.

If these conditions do not prevail, the fixed prices and billing limits shall be appropriately adjusted, if requested by the Engineer.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

CITY OF BLOOMINGTON, INDIANA
UTILITIES SERVICE BOARD

By _____

By _____

BLACK & VEATCH, Consulting Engineers

By  _____

F. K. Beatty

APPENDIX A

TO

CONTRACT FOR ENGINEERING SERVICES

Client: City of Bloomington, Indiana

Dated:

DESCRIPTION OF SCOPE OF SERVICES

EPA Step 3

A. Construction Phase Services

1. Issue drawings and specifications to prospective bidders.
2. Assist the City in evaluating bids and make recommendations concerning award of contracts.
3. Assist the City in preparation of counterpart copies of contracts.
4. Review drawings and data submitted by construction contractors for general conformity to the contract drawings and specifications. This service will in no way relieve the contractor of his obligation for complete compliance with the drawings and specifications.
5. Make periodic visits to the site of the work during construction and consult with the City concerning progress, and administer the project both in the office and in the field.
6. Observe initial field tests of equipment.
7. Revise drawings to conform to construction records and furnish one set of revised reproducibles to the City.

B. Resident Services During Construction

1. At the option of the City, furnish a full-time resident engineer and such assistant resident engineers as may be required on the work who will assist and offer general guidance in establishing horizontal and vertical control points, the interpretation of the contract documents, and the making of field checks of materials and equipment.

5

2. During the course of the contractor's performance of the job, the resident engineer will conduct on-site observations of the general progress of the work, will consult with the City and the contractor, giving his opinions and suggestions, based on his observations, as to any defects or deficiencies in the contractor's work relating to compliance with drawings, specifications, and design and planning concepts. The resident engineer shall not have responsibility for the superintendence of construction, site conditions, safety, safe practices or unsafe practices or conditions, operations, equipment, or personnel other than employees of the Engineer. This service will in no way relieve the contractor of complete supervision of the work or the contractor's obligation for complete compliance with the drawings and specifications. The contractor shall have sole responsibility for safety and for safe practices or unsafe practices or conditions.

3. The resident engineer will also review all routine and final payment estimates and make recommendations to the City regarding payments to the contractor, and will report regularly to the City and to the Engineer regarding the progress of the work.

4. The actual time the services of the resident engineer will be required and the number and duration of service of assistant resident engineers will be determined by the City.

C. Operation and Maintenance Manual

1. Prepare an operation and maintenance manual as required by U.S. Environmental Protection Agency covering:

- a. Guidelines for efficient operation.
- b. Guidelines for effective maintenance.
- c. Catalog of manufacturer's drawings and data.
- d. Test procedures and records.
- e. Staffing recommendations.
- f. Information for operator training.

2. Furnish 10 copies of the operation and maintenance manual plus 4 copies of the catalog of manufacturer's drawings and data.

D. Startup Services

1. Assist in manpower planning.
2. Advise in establishing operating procedures for individual unit processes and for overall plant operation.
3. Recommend procedures for initial startup of the plant.

6

COMMITTEE REPORT SHEET

- 4. Assist in troubleshooting problems that arise during early operating period.
- 5. Develop a maintenance and repair management system.
- 6. Design unit process and plant report forms.
- 7. Develop unit process cost analysis and annual report formats.
- 8. Assist in organization and conduct of in-plant training programs.
- 9. Conduct of supervisor training.

Supplemental Services

- A. Any additional work requested by the City that is not listed under one of the items above will be classified as supplemental services.
- B. Supplemental services shall include but are not limited to:
 - 1. Observation of tests or retesting in addition to the initial tests of equipment.
 - 2. Additional meetings with State or Federal agencies to discuss the project.
 - 3. Additional appearances at public hearings or before special boards.
 - 4. Preparation for litigation and appearance in court.
 - 5. Surveys and preparation of right-of-way or property descriptions for use in obtaining easements.
 - 6. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.

LEGISLATIVE #: Appropriation Ordinance/Ordinance/Resolution 97-25
 TITLE: Approve USB Contract w/ Black & Veatch
 COMMITTEE: Community Development Public Facilities
 SUBMITTED BY: Council Office/Utilities
 DATE OF MEETING: 9/19/77

 RECOMMENDATION: Do Pass _____ Tentative Do Pass _____ Table _____
 Do Not Pass _____ Remand to _____

COMMITTEE DISCUSSION/REASON FOR RECOMMENDATION:

*No recommendation by unanimous vote
 This contract will be discussed in detail
 on Tuesday, September 27 w/ the USB
 and Black & Veatch - Council members
 are invited to attend. The contract
 may be amended at that time.*

 SIGNATURES OF COMMITTEE MEMBERS: Jocelia Allison
R.W. Orcoff JM
al Tomase CE McWhites
CP Blum