

**RESOLUTION NO. R14-69**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO  
SIGN A CONTRACT WITH ROBERT PECCIA AND ASSOCIATES FOR  
GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES AND SUPPORT.**

BE IT RESOLVED by the City Council of the City of Laurel, Montana:

Section 1: Approval. The Contract between the City of Laurel and Robert Peccia and Associates for Geographic Information System Services and Support, a copy attached hereto, is hereby approved.

Section 2: Execution. The Mayor and City Clerk of the City of Laurel are hereby given authority to execute said contract on behalf of the City.

Introduced at a regular meeting of the City Council on September 2, 2014, by Council Member Eaton.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 2<sup>nd</sup> day of September, 2014.

APPROVED by the Mayor this 2<sup>nd</sup> day of September, 2014.

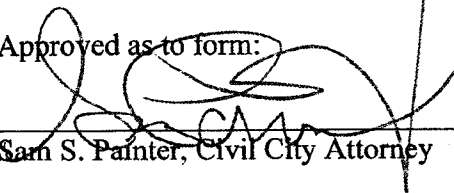
CITY OF LAUREL

  
\_\_\_\_\_  
Mark A. Mace, Mayor

ATTEST:

  
\_\_\_\_\_  
Shirley Ewan, Clerk/Treasurer

Approved as to form:

  
\_\_\_\_\_  
Sam S. Painter, Civil City Attorney



**ROBERT PECCIA & ASSOCIATES**

August 26, 2014

Monica Plecker  
City Planner  
City of Laurel  
115 W First Street  
Laurel, MT 59044

Subject: Contract for Geographic Information System (GIS) Services and Support

Dear Monica,

Please find enclosed two signed copies of the contract for GIS Services and Support. If you have any questions about Esri software, please give me a call and we can discuss the various options in more depth. Please feel free to contact me at (406) 447-5000 or via e-mail at [hunter@rpa-hln.com](mailto:hunter@rpa-hln.com).

Thank you!

Sincerely,  
ROBERT PECCIA & ASSOCIATES

Hunter Simpkins,  
GIS Manager

Laurel GIS Services Contract

HELENA, MT  
P.O. Box 5653  
825 Custer Avenue  
Helena, MT 59604  
Tele 406.447.5000  
Fax 406.447.5036

KALISPELL, MT  
P.O. Box 5100  
102 Cooperative Way, Suite 300  
Kalispell, MT 59903  
Tele 406.752.5025  
Fax 406.752.5024

FORT COLLINS, CO  
400 Remington Street,  
Suite B  
Fort Collins, CO 80524  
Tele 970.484.3206  
Fax 970.484.3209

## **INDEPENDENT CONSULTANT SERVICE CONTRACT**

This Contract is made and entered into this 2<sup>nd</sup> day of September, 2014, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as "City" and Robert Peccia and Associates, a Consultant licensed to conduct business in the State of Montana, whose address is P.O. Box 5653, Helena, Montana, hereinafter referred to as "Consultant".

### **SECTION ONE DESCRIPTION OF SERVICES**

A. Purpose. City shall hire Consultant as an independent Contractor to perform for City the services described in the Proposal dated August 15, 2014, attached hereto as Exhibit A and by this reference made part of this contract.

B. Effective Date. This contract is effective upon the date of its execution by both Parties. Consultant shall complete the services within 10 months of commencing work. The parties may extend the term of this contract in writing prior to its termination for good cause.

C. Scope of Work. Consultant shall perform his/her work and provide services in accordance with the specifications and requirements of this contract and Exhibit A.

### **SECTION TWO CONTRACT PRICE**

Payment. City shall pay Consultant on an hourly plus materials basis not to exceed \$20,000 for the services provided in Exhibit A. The City shall pay the Consultant upon receiving monthly invoices for the services described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Consultant and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Consultant shall provide City with an invoice for all charges.

### **SECTION THREE CITY'S RESPONSIBILITIES**

Upon completion of the contract and acceptance of the work, City shall pay Consultant the contract price, plus or minus any additions or deductions agreed upon between the parties in accordance with Sections one and two, if any.

### **SECTION FOUR CONSULTANT'S WARRANTIES AND RESPONSIBILITIES**

A. Independent Consultant Status. The parties agree that Consultant is an independent Consultant for purposes of this contract and is not to be considered an employee of the City for any purpose hereunder. Consultant is not subject to the terms and provisions of the City's personnel policies or

handbook and shall not be considered a City employee for workers' compensation or any other purpose. Consultant is not authorized to represent the City or otherwise bind the City in any dealings, agreements or subcontracts in any dealings between Consultant and any third parties. The City is interested solely in the results of this contract. Consultant is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Consultant shall supervise and direct the work to the best of his/her ability.

B. Wages and Employment. Consultant shall abide by all applicable State of Montana Rules, Regulations and/or Statutes in regards to prevailing wages and employment requirements. Consultant shall comply with the applicable requirements of the Workers' Compensation Act. Consultant shall maintain workers' compensation coverage for all members and employees of his/her business, except for those members who are exempted as independent Consultants under the provisions of §39-71-401, MCA.

C. Ownership or title to all work, work product, materials and equipment covered by any payment of Consultant's compensation by City, whether directly incorporated into the Contract or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

#### **SECTION FIVE INDEMNITY AND INSURANCE**

Consultant shall indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Consultant or its agents or employees.

#### **SECTION SIX COMPLIANCE WITH LAWS**

Consultant shall comply with all federal, state, local laws, ordinances, rules and regulations. Consultant shall either possess a City business license or shall purchase one, if a City Code requires a business license.

#### **SECTION SEVEN NONDISCRIMINATION**

Consultant agrees that any hiring of persons as a result of this contract must be on the basis of merit and qualification and further that Consultant shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

#### **SECTION EIGHT DEFAULT**

If either party fails to comply with any term or condition of this Contract at the time or in the manner provided for, the other party may, at its option, terminate this Contract and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the

defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law except for punitive damages. The Parties hereby waive their respective claims for punitive damages. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Contract.

#### **SECTION NINE TERMINATION**

Either party may terminate the contract for their convenience upon thirty days written notice sent postage prepaid, to the addresses provided herein.

#### **SECTION TEN GOVERNING LAW AND DISPUTE RESOLUTION**

The Parties agree that the laws of the State of Montana govern this Contract. The Parties agree that venue is proper within the Courts of Yellowstone County, Montana. If a dispute arises, the Parties, through a representative(s) with full authority to settle a dispute, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than ten business days after the dispute arises. If negotiations fail, the Parties may utilize a third party mediator and equally share the costs of the mediator or file suit.

#### **SECTION ELEVEN ATTORNEY FEES**

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either is ordered to pay, a reasonable sum for the successful party's attorney's fees and all costs charges and expenses related to the action.

#### **SECTION TWELVE ENTIRE AGREEMENT**

This contract and its referenced attachments contain the entire agreement and understanding of the parties and supersede any and all prior negotiations or understandings relating to this project. This contract shall not be modified, amended, or changed in any respect except through a written document signed by each party's authorized respective agents.

**SECTION THIRTEEN  
ASSIGNMENT OF RIGHTS**

The rights of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**SECTION FOURTEEN  
SEVERABILITY**

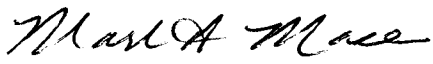
Each provision, section, or subsection of this Contract shall stand separate and independent of every other. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this contract to be invalid, the remaining provisions, sections, and subsections of this contract shall remain in full force and effect.

**SECTION FIFTEEN  
PARAGRAPH HEADINGS**

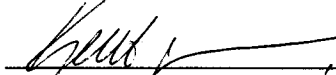
The titles to the paragraphs of this contract are solely for the convenience of the parties and shall not be used to explain, simplify, or aid in the interpretation of the provisions of this agreement.

SIGNED AND AGREED BY BOTH PARTIES ON THE 2<sup>nd</sup> DAY OF SEPTEMBER, 2014.

CITY OF LAUREL

  
\_\_\_\_\_  
Mark Mace, Mayor

CONSULTANT

  
\_\_\_\_\_  
Robert Peccia & Associates *PRESIDENT*

ATTEST:

  
\_\_\_\_\_  
Shirley Ewan, City Clerk/Treasurer

**EXHIBIT A - SCOPE, SCHEDULE, AND HOURLY RATES**  
to  
**THE CITY OF LAUREL**  
for  
**GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES AND SUPPORT**

**SCOPE OF SERVICES**

This exhibit describes the services to be performed by ROBERT PECCIA & ASSOCIATES, INC. (RPA), for the CITY OF LAUREL in connection with Geographic Information System (GIS) Services and Support. The following tasks have been developed to structure the work necessary for the project:

Task 1) **Infrastructure GIS Database** – Develop a GIS database of infrastructure, such as water and sewer mains and manholes (subject to information availability), from existing documentation:

- Client-supplied as-built plans
- CAD design files
- Utility coordinates (from past data collection efforts)
- Planning documents
- Preliminary engineering reports

The GIS database can also be populated with existing data available from county, state, and federal sources, such as:

- Census demographic data
- Cadastral data
- Digital flood data
- Soil maps
- Roadway centerlines
- City of Laurel data from Yellowstone County (as available)

Data to be included in the database will be limited to existing information; no data collection is included under this task.

Task 2) **GIS Training and Assistance** – Provide training and assistance as needed for ESRI ArcGIS software. RPA assumes that the City of Laurel will purchase one Basic ArcGIS for Desktop license (either single-use or concurrent for multiple users) for internal use. A Basic ArcGIS for Desktop license includes an ArcGIS Online subscription at no additional cost for the first year. A single use Basic license costs \$1,500 and a concurrent license is \$3,500; after the first year, an annual maintenance subscription is needed to cover technical support, software updates, and continued access to the ArcGIS Online subscription. RPA will also train and assist the City in ArcGIS Online mapping, identifying and publishing data required for basic web maps, and building and maintaining web maps.

RPA assumes that the GIS Manager will spend 2-3 days over the course of 2-3 weeks in Laurel to provide training and assistance. RPA may also recommend Esri online courses (usually free) that will complement live training and assistance.

Task 3) **Database Management** – Manage and maintain the infrastructure GIS database created in Task 1. This task may include updating the database as new public works projects are completed or as additional information is discovered or collected by the City.

Task 4) **Develop Base Maps** – Develop preliminary base maps utilizing the information contained in the infrastructure GIS database. These base maps can then be further developed by the City to support planning documents and other reports with custom maps.

Task 5) **Develop ArcGIS Online account** – Develop and create maps to populate the City of Laurel’s ArcGIS Online account. ArcGIS Online can store data sets, allow custom map creation, consume data from existing sources, and provide code for custom maps to be embedded in the existing City website.

Task 6) **On-Call GIS Services and Support** – Provide on-call GIS services and support. This task may include data collection to supplement available information.

**SCHEDULE**

It is anticipated that the services listed above under Scope of Services will be completed during the time period from September 2, 2014 to June 30, 2015.

**HOURLY RATES**

The compensation for the services described above under Scope of Services shall be on an hourly basis. The total accumulative reimbursement for the ten-month contract period will not exceed \$20,000 and will be administered on an “hourly-plus-material costs” basis. Table 1 provides the fully loaded rates for all personnel to be utilized on this project. The hourly rates include an overhead rate of 1.61 and a profit of 12 percent. A “Schedule of Reimbursable Expenses” is also attached.

**Table 1: Fully Loaded Hourly Rates for Key Personnel**

Hourly Rate	GIS Manager	GIS Reviewer	Staff Accountant	Administrative Assistant III
Consultant Staff	Hunter Simpkins	Scott Randall	Toni Ballard	Kari Slyder
Direct Labor	\$24.52	\$35.68	\$30.44	\$21.02
Overhead	\$39.48	\$57.44	\$49.01	\$33.84
Loaded Labor	\$64.00	\$93.12	\$79.45	\$54.86
Profit	\$7.68	\$11.17	\$9.53	\$6.58
<b>Fully Loaded Labor</b>	<b>\$71.68</b>	<b>\$104.30</b>	<b>\$88.98</b>	<b>\$61.45</b>



**ROBERT PECCIA & ASSOCIATES, INC.**  
**SCHEDULE OF REIMBURSABLE EXPENSES**  
**January 1, 2014**

**TRAVEL EXPENSES:**

<i>Mileage Expense—Two Wheel Drive Vehicles</i>	<i>\$0.56 per mile or current Federal mileage rate</i>
<i>Mileage Expense—Four Wheel Drive Vehicles</i>	<i>\$0.61 per mile</i>
<i>SUE Truck - Mileage</i>	<i>\$1.00 per mile</i>
<i>Per Diem</i>	<i>State or Federally Allowable Rates</i>
<i>Cessna 172</i>	<i>\$75.00 per hour</i>
<i>Other</i>	<i>\$ at actual cost</i>

**REPRODUCTION EXPENSES:**

<i>Plain Paper Photocopies</i>	<i>\$0.10 per copy</i>
<i>Color Photocopies - 8 1/2 X 11</i>	<i>\$1.00 per copy</i>
<i>Color Photocopies - 11 X 17</i>	<i>\$1.15 per copy</i>
<i>All Other Outside Printing Expenses</i>	<i>\$ at actual cost</i>
<i>Photographic Developing Charges</i>	<i>\$ at actual cost</i>

**CONSTRUCTION ENGINEERING & SURVEYING EQUIPMENT:**

<i>Nuclear Densometer</i>	<i>\$100.00 per day/\$200 per week/\$650 per month</i>
<i>Flow Recorder</i>	<i>\$10.00 per day/\$30 per week/\$100 per month</i>
<i>Wind Recorder</i>	<i>\$75.00 per month</i>
<i>Laser Level</i>	<i>\$20.00 per day/\$75 per week/\$225 per month</i>
<i>Digital Level</i>	<i>\$75.00 per day/\$350 per week/\$1000 per month</i>
<i>Line Locator</i>	<i>\$30.00 per day</i>
<i>Robo - 5600</i>	<i>\$225.00 per day</i>
<i>Robot S6</i>	<i>\$325.00 per day</i>
<i>GPS - RTK System</i>	<i>\$400.00 per day</i>
<i>GPS - Rover</i>	<i>\$225.00 per day</i>
<i>Sewer Flow Meter</i>	<i>\$25.00 per day/\$50 per week / \$150 per month</i>
<i>Confined Space Entry Equipment</i>	<i>\$100.00 per day</i>
<i>Submersible Transducers (with data logger)</i>	<i>\$120.00 per day</i>
<i>Nonsubmersible Transducers (with data logger)</i>	<i>\$100.00 per day</i>
<i>Controlotron Ultrasonic Flow Meter</i>	<i>\$15.00 per hour/\$100.00 per day</i>
<i>4-Wheeler</i>	<i>\$100.00 per day</i>
<i>Jackhammer</i>	<i>\$45.00 per day</i>
<i>Turbidimeter</i>	<i>\$20.00 per day</i>
<i>Trimble Juno GPS</i>	<i>\$50.00 per day</i>
<i>Troll 9500 (Water Quality Sampler)</i>	<i>\$560.00 per month</i>
<i>SUE - Vacuum Truck Usage</i>	<i>\$150.00 per hour</i>

**TRAFFIC & TRANSPORTATION EQUIPMENT:**

<i>Traffic Counters</i>	<i>\$50.00 per day</i>
<i>Range Tracking System</i>	<i>\$50.00 per day</i>
<i>Electronic Turning Movement Counters</i>	<i>\$15.00 per day</i>
<i>Traffic Signs</i>	<i>\$20 per job per sign</i>

**OFFICE EQUIPMENT & SUPPLIES:**

<i>Computers: Word Processing / Accounting</i>	<i>\$2.25 per hour</i>
<i>Computers: CADD /Microstation/Corel Draw</i>	<i>\$6.50 per hour</i>
<i>Fax Machine</i>	<i>\$1.00 per page</i>
<i>Long Distance Telephone Charges</i>	<i>\$ at actual cost</i>
<i>Postage Costs</i>	<i>\$ at actual cost</i>
<i>Federal Express Services</i>	<i>\$ at actual cost</i>
<i>Other Office Supplies (Specifically purchased for project)</i>	<i>\$ at actual cost</i>

**SUBCONTRACTORS:**

*Invoiced at actual cost incurred by Consultant plus administrative charges.*

**OTHER EQUIPMENT:**

*All other equipment is included in the hourly rate charge, and the client will not be charged separately for such items. This policy is subject to change in the future. The above equipment list may be amended as necessary for future equipment purchases.*

APPROVED BY: RPA BOARD OF DIRECTORS

Date: 01/28/14