



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into on the date fully executed below by and between the **CITY OF MISSOULA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 435 Ryman St., Missoula, MT 59802, referred to here as “City,” and RPA, 2620 Connery Way, Missoula, MT 59808 hereinafter referred to as “Consultant.”

RECITALS

WHEREAS, the City desires to utilize Consultant to manage the design and construction phase of the West End Farms Park Municipal Well creation and

WHEREAS, Consultant has represented to the City that Consultant has the necessary expertise to furnish said services and has available to Consultant the necessary staff and resources to perform the independent services in a timely manner consistent with the nature of the project.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Purpose

City desires to have Consultant perform professional services for the design and engineering of West End Farms Park Municipal Well as outlined in the bid documents.

2. Effective Date and Term

This Agreement is effective upon the date of its execution by both parties and will terminate on February 15, 2026 or upon 30 days’ notice by the City to Consultant of its desire to terminate the Agreement by giving such notice to Consultant’s designated liaison identified below. The Term of this Agreement may be extended by mutual agreement of the parties by executing an amendment to this Agreement in writing.

3. Scope of Work

a. Consultant will perform the work and provide the services in accordance with the requirements of the Scope of Services attached here to as Exhibit A; and

b. If authorized in writing as provided in this subsection, Consultant shall also furnish additional services. To the extent additional services have been identified at the time of executing this Agreement, they are itemized in Exhibit A and will be paid for by City as indicated in Section 4. As further additional services are requested of Consultant, this

Agreement may be modified and subject to mutual consent by execution of an addendum by authorized representatives of both parties, setting forth the additional scope of services, their performance time schedule, and the compensation for such services.

4. Payment

a. City agrees to pay Consultant an amount not to exceed \$85,720.00 for services outlined in Exhibit A in accordance with the terms and conditions laid out in Exhibit B – Compensation, and Consultant shall be compensated for additional services authorized pursuant to Section 3.b. above, which have not been identified at the time of executing this Agreement as more particularly described in a fully approved and executed addendum to this Agreement. Payment for work beyond that described in Exhibit A or as contained in a fully approved and executed addendum to this Agreement is expressly denied without prior written authorization from City. Such authorization must include the signature of the Mayor.

b. Consultant shall submit monthly statements for basic and additional services rendered. City shall pay Consultant within 30 days of receipt of an itemized invoice for the services rendered or shall notify Consultant of any dispute by City concerning the performance of any services and the basis therefore and shall pay Consultant within thirty days for the services not in dispute. If any items are disputed by City, Consultant and representatives of City shall meet and confer regarding the disputed items within ten business days after City notifies Consultant of the services in dispute. City shall pay for any disputed services for which the dispute has been resolved to the satisfaction of the City within thirty days after such resolution.

5. Independent Contractor Status

The parties agree that Consultant, is an independent contractor for purposes of this agreement and the parties agree that Consultant is and shall be an independent contractor when performing services pursuant to this agreement. Consultant is not subject to the terms and provisions of the City's personnel policies handbook and may 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 between Consultant and any third parties.

Consultant shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Consultant shall maintain workers' compensation coverage for all members and employees of Consultant's business, except for those members who are exempted by law.

Consultant shall furnish the City with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

6. Indemnity and Insurance

For other than professional services rendered, to the fullest extent permitted by law, Consultant agrees to defend, indemnify, and hold the City harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Consultant or Consultant's agents or employees.

For the professional services rendered, to the fullest extent permitted by law, Consultant agrees to indemnify and hold the City harmless against claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, to the extent caused by the negligence or willful misconduct of the Consultant or Consultant's agents or employees.

For this purpose, Consultant shall provide City with proof of Consultant's liability insurance issued by a reliable company or companies for personal injury and property damage in amounts not less than as follows:

- Workers' Compensation: Statutory
- Commercial General Liability: \$1,000,000 per occurrence
\$2,000,000 annual aggregate
- Automobile Liability: \$1,000,000 property damage/bodily injury
\$2,000,000 annual aggregate
- Professional Liability: \$1,000,000 per claim
\$2,000,000 annual aggregate

City shall be included or named as an additional or named insured on the Commercial General and Automobile Liability policies. The insurance must be in a form suitable to City.

7. Professional Service

Consultant agrees that all services and work performed under this agreement will be accomplished in a professional manner, in accordance with the accepted standards of Consultant's profession. Consultant is being hired by the City due to Consultant's representation of having the necessary experience required to produce required design documents that meet all specifications and requirements referenced in the bid and contract documents (the "Required Specifications"). City staff may review and provide comment or informal approval of the documents produced by Contractor, but the City staff may not have the experience or capacity to guarantee that the plans produced meet the Required Specifications. By executing this Agreement Consultant is agreeing to be solely responsible for ensuring the professional design documents it produces meets the Required Specifications.

8. Compliance with Laws

Consultant agrees to comply with all federal, state and local laws, ordinances, rules and regulations.

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9. Nondiscrimination and Equal Opportunity

Consultant agrees and shall comply with the following Non-Discrimination and Equal Opportunity policies:

NON-DISCRIMINATION

All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation, or gender identity/expression, except where these criteria are reasonable bona fide occupational qualifications.

EQUAL OPPORTUNITY POLICY

Consultants, contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula’s Equal Opportunity Policy, and Title 49 Montana Codes Annotated, entitled “Human Rights” or forfeit the right to continue such business dealings.

The City’s Equal Opportunity Policy Statement is:

The Mayor of the City of Missoula or the Mayor’s designee may adopt an action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, sexual orientation, gender identity or expression, or marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an “affected” class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, to the extent practical, shall ensure that subcontractors and vendors comply with this policy and the City’s non-discrimination and equal opportunity requirements found at Chapter 9.64 of the Missoula Municipal Code. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds or future contracting opportunities.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of equal employment for the City of Missoula, its employees, program participants, trainees and applicants.

10. Default and Termination

If either party fails to comply with any condition of this agreement at the time or in the manner provided for, the other party, at its option, may terminate this agreement 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. 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 agreement.

11. Modification and Assignability

This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written agreement, may be considered valid or binding. This agreement may not be enlarged, modified or altered except by written amendment signed by both parties hereto. The Consultant may not subcontract or assign Consultant's rights, including the right to compensation or duties arising under this agreement, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this agreement.

12. Ownership and Publication of Materials

All reports, information, data, and other materials prepared by the Consultant pursuant to this agreement are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant. No material produced in whole or in part under this agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

13. Liaison

The City's Designated liaison with Consultant is Logan McInnis, and Consultant's designated liaison with City is Brad Koenig.

14. Previous Agreements

This Agreement constitutes the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof. There are no promises, terms, conditions, or obligations, other than contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.

15. Applicability

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This agreement and any extensions of it shall be governed and construed in accordance with the laws of the State of Montana.

WITNESS, the parties here have executed this instrument the day and year first above written.

CONSULTANT:
RPA

MAYOR:
City of Missoula, Montana

[CONSULTANT NAME]

Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

(SEAL)

IRRIGATION / MUNICIPAL TEST WELL

**DESIGN, BID PHASE, CONSTRUCTION, AQUIFER TESTING AND
RECOMMENDATION FOR PUBLIC WATER SUPPLY WELL**

CITY OF MISSOULA

WEST END FARMS PARK MUNICIPAL WELL

The City of Missoula wishes to construct a municipal well located at the West End Farms Park as a drinking water source. This task includes the design and construction phase of a test well that will ultimately be utilized for irrigation at the West End Farms Park. This task also includes aquifer testing, water quality sampling at this site. Data gathered here will be analyzed and used to develop a Technical Memorandum with recommendations for a Public Water Supply (PWS) well.

SCOPE OF SERVICES

A. PROJECT MANAGEMENT

The Engineer will perform project management throughout the duration of this task order. The Engineer will prepare the task order and fee estimate for the work in a form acceptable to the Owner. The Engineer will prepare monthly invoices, including an invoicing summary sheet, that will show the work amount completed and amount remaining. Throughout the task order, the Engineer will coordinate with the Owner to obtain their comments, reviews and approvals for a general direction on how to proceed.

B. IRRIGATION / TEST WELL DESIGN

WET will complete the detailed design for a 400-gpm irrigation well to serve West End Farms Park. The well will be designed and constructed to also function as a hydrogeologic test well to evaluate aquifer properties within this portion of the Missoula Valley Aquifer. Data collected during construction and testing will be used to assess well performance, aquifer productivity, and long-term sustainability for potential future municipal supply wells.

RPA will prepare plans and contract documents. Drawings will include a site plan, water management details, site access and other pertinent details. Contract documents and specifications will be completed using the City of Missoula standards. The design will include a well construction plan, casing and screen specifications, and technical requirements for a step-drawdown and 72-hour constant-rate aquifer test. WET will prepare the technical specifications for the well including materials, methods, testing protocols, and data-collection requirements. A construction cost estimate will be completed.

C. BID PHASE SERVICES

RPA and WET will assist the City throughout the Bidding and Award phase of the project. The following work items during this Phase:

1. POST CONTRACT DOCUMENTS AND CONSTRUCTION DRAWINGS

The Engineer will post a complete set of the Contract Documents and Construction Drawing on QuestCDN for viewing and downloading by potential bidders. This will include preparation of the Bid Proposal.

2. INVITATION FOR BIDS

The Engineer will prepare the Invitation for Bids and will coordinate the advertisement for bids with the City for publication in the Missoulian.

3. PRE-BID CONFERENCE

The Engineer will schedule and conduct a Pre-Bid Conference for the project. The location and time for the Pre-Bid Conference will be clearly stated in the *Invitation for Bids* and/or *Information for Bidders* sections of the Contract Documents. The intent of this conference is to make the Contractors fully aware of the project requirements. Engineer will take meeting notes and answer technical questions. RPA and WET will attend the Pre-Bid Conference virtually and answer technical questions.

4. BIDDERS QUESTIONS AND ISSUING ADDENDA

During the Bidding Phase of the Project, the Engineer will receive and respond to questions or comments received from Contractors or Suppliers. On some projects it becomes necessary to send out a written addendum to the Contract Documents or Construction Drawings. The addendum serves to make clarifications or changes in the *Contract Documents and/or Construction Drawings* prior to the bid opening. All written addenda issued will become part of the *Contract Documents and/or Construction Drawings* and all bidders shall be bound by such addenda.

5. BID OPENING & REVIEW

The Engineer assist with the Bid Opening and review all bids received for irregularities. Items to be reviewed include the Bid Bond, acknowledgment of receipt of 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 City.

6. AWARD RECOMMENDATION

After the *Bid Opening*, the Engineer will write a *Recommendation of Award letter* to the City. A copy of the *Bid Tabulations* shall be attached.

The *Recommendation of Award* shall be based on the lowest responsible 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. Engineer will prepare and issue the Agreement and Contract Documents.

D. WELL CONSTRUCTION AND AQUIFER TESTING PHASE

RPA and WET will assist the City throughout the construction of the wells.

1. PRECONSTRUCTION CONFERENCE

The Engineer will schedule a Preconstruction Conference (Pre-Con) with the City and attend in-person. This meeting will include the Contractor, subcontractors, and any other applicable representatives. A *Preconstruction Conference Agenda* will be prepared to list the topics of discussion applicable to the project. The main purpose of the Preconstruction Conferences is to introduce and designate responsible personnel, establish the Contractor's proposed construction schedule, clarify the submittal and pay request process, and discuss the major project requirements.

2. SUBMITTAL REVIEWS

The Engineer will receive, log, and review submittals for the Project. Submittals received from the Contractor will be reviewed and returned according to the Contract Documents. A *Submittal Log* shall be maintained during the course of the Submittal Review process to record when submittals were received, when submittals were returned, and what actions are required of the Contractor.

Submittals will be reviewed for general conformance with the design concept of the Project and compliance with 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.

3. CONSTRUCTION OBSERVATION

WET will provide construction administration and technical oversight during drilling, development, and testing of the well. A WET hydrogeologist will be on-site approximately half-time during drilling activities to log the borehole using the Hydrogeologic Classification System for Water-Well Boreholes, assess discrete production zones for yield, and document lithologic and hydrogeologic characteristics. Representative

formation samples will be collected and submitted for sieve analysis to support well screen design.

Well development is a critical component of optimizing yield and efficiency. WET will work closely with the drilling contractor to ensure that appropriate development methods are used and that sufficient time and attention are given to this process. Final well construction details and timeframes may vary depending on site-specific subsurface conditions encountered during drilling.

4. AQIFIER TEST DESIGN AND OVERSIGHT

WET will coordinate with WGM Group on the design and implementation of a 72-hour aquifer pumping test for the new West End Farms irrigation well, consistent with Montana Department of Natural Resources and Conservation (DNRC) requirements for new groundwater appropriations. The test will be conducted at a constant rate equal to 1.0 times the well's design capacity to evaluate aquifer characteristics and support the City's future water right application.

WET will work with WGM Group and the selected drilling contractor to provide the necessary pumping equipment, controls, and appurtenances required to complete the test. Pressure transducers and data loggers will be installed in the production well and at least two nearby observation wells to evaluate aquifer response, well efficiency, and hydraulic connectivity.

Testing will include a step-drawdown test followed by a 72-hour constant-rate pumping test and recovery monitoring. Water levels will be recorded using electronic pressure transducers verified with manual water level measurements. The data collected during the test will be used to characterize the aquifer and demonstrate adequacy of the diversion to satisfy DNRC water right permitting requirements.

Water right permitting is not included in this scope of services and will be completed under a separate agreement.

5. WATER QUALITY TESTING

Although formal DEQ submittal is not required for this test well, WET will collect water quality samples at the conclusion of the 72-hour aquifer test to verify that the groundwater quality at the site meets expectations for potential future use as a public water supply. Samples will be analyzed for a standard suite of inorganic and general chemistry parameters commonly required for DEQ review of new public water supply sources. The analytical results will be used to confirm that the aquifer in this portion of the Missoula Valley is suitable for long-term development and to inform future well siting and design efforts.

E. DATA ANALYSIS AND TECHNICAL MEMORANDUM

1. DATA ANALYSIS AND INTERPRETATION

WET will compile and tabulate all data collected during well drilling, development, and aquifer testing. Water-level and pumping-rate data will be organized into spreadsheets and evaluated to characterize aquifer response and well performance. Hydrographs will be prepared to illustrate drawdown and recovery trends.

Aquifer-test data will be analyzed using AQTESOLV software to estimate key hydraulic parameters, including transmissivity, storativity, and specific capacity. Forward modeling will be completed to evaluate potential long-term performance of the well under various pumping rates and durations. The results will be used to inform design of future municipal production wells.

2. TECHNICAL MEMORANDUM

A Technical Memorandum summarizing the drilling, construction, development, and aquifer testing of the West End Farms irrigation/test well. As-built drawings of the test will be provided. The memorandum will document well construction details, hydrogeologic conditions, aquifer-test results, and calculated aquifer characteristics. As-built drawings of the test will be provided. Based on these data, WET will evaluate the anticipated sustainable yield of the well and provide recommendations for the design and completion of future municipal production wells, including estimated casing diameter, total depth, and screened interval.

Formal DEQ well design and preparation of a Source Water Delineation and Assessment Report (SWDAR) will be completed under the next phase of the project.

F. BUDGET

The budget for those services described is a ceiling amount of \$85,720.00, without prior approval.

G. SCHEDULE

It is anticipated that those services listed above under Article 1, Scope of Services, are to be completed by February 15, 2026.

ROBERT PECCIA & ASSOCIATES
CIVIL ENGINEERING SERVICES CONTRACT
SCHEDULE OF ESTIMATED COSTS



West End Farms Park Well
Irrigation / Municipal Test Well
Attachment One

City of Missoula, Montana

Date: December 1, 2025

Work Item/Subtask	Group Manager \$256.12	Design Team Leader \$195.74	Project Engineer \$163.14	Cadd Technician 1 \$127.05	Accountant \$193.20	WET Sr 3 Hydro/ Engineer \$192.00	WET Sr 1 Hydro/ Engineer \$170.00	WET Project Hydro/Engineer \$147.00	WET Staff 3 Hydro/Engineer \$137.00	Total Person Hours
Project Management	4				1					5
Irrigation / Test Well										
Prepare Contract Documents	4	24	16							44
Well Design						8		32		40
Create Site Plan	2	8		4						14
Create Water Management Figure	2	4	8	4						18
Develop Construction Cost Estimate	4	4								8
Bidding and Construction Phase										
Post Final Contract Documents		4								4
Pre-Bid Conference		4				4				8
Bidders' Questions and Issue Addenda		10				4		4		18
Bid Opening and Review		2								2
Award Recommendation		6								6
Issue Executed Contract Documents		4								4
Well Construction and Aquifer Testing										
Preconstruction Meeting		4				4				8
Submittal Review		2				2	8			12
General Contract Administration	4	4	4							12
Process Pay Applications		8	4							12
On-Site Services - Bore Hole Logging and sample collection								50		50
Prepare Change Orders		4								4
Punchlist and Substantial Completion Inspection		2								2
Aquifer Testing and Data Collection						8	8	52	32	100
Water Quality Testing						2		4		6
Data Analysis and Technical Memorandum										
Prepare Hydrographs based on Data						2	4	16		22
Modeling (AQTESOLV)						6	12			18
Prepare Well Recommendations and Alternatives						8	12	16		36
Review final data and coordination with WET	2	2								4
Memorandum Preparation	2	4	8							14
TOTAL PERSON-HOURS:	24	100	40	8	1	48	44	174	32	471
LABOR COST PER EMPLOYEE:	\$6,146.88	\$19,574.00	\$6,525.60	\$1,016.40	\$193.20	\$9,216.00	\$7,480.00	\$25,578.00	\$4,384.00	\$80,114.08

DIRECT EXPENSES

Equipment (RPA Computers)	\$624.40
WET Expenses	\$3,200.00
WET Meters and Instrumentation	\$1,750.00

Misc. Supplies	\$31.52
Total:	\$5,605.92

SUMMARY OF ENGINEERING SERVICES

Subtotal Labor Cost:	\$80,114.08
Direct Expenses	\$5,605.92

Total Engineering Fee: \$85,720.00