

Contract for Professional Architectural and Engineering Services

W.O. 10-12 WTF Low Service Pump Station 1 Upgrade

In consideration of the mutual promises herein, City of Billings and HDR Engineering, Inc. agree as follows. This Contract consists of:

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of 8 pages (Basic Services of Consultant);

Appendix B consisting of 1 pages (Methods and Times of Payment);

Appendix C consisting of 1 pages (Additional Services of Consultant);

Appendix D consisting of 1 pages (Schedule of Professional Fees);

Appendix E consisting of 1 pages (Project Schedule);

Appendix F consisting of 2 pages (Certificate(s) of Insurance); and

PART I SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

- A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or his designee.
- B. "Billings" means the City of Billings.
- C. "Consultant" means HDR Engineering, Inc.

Section 2. Scope of Services.

- A. The Consultant shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
- B. Billings shall pay the Consultant in accordance with Section 4.
- C. Billings shall not allow any claim for services other than those described in this Section. However, the Consultant may provide, at its own expense, any other services that are consistent with this Contract.

- D. The Consultant shall provide hard copy as-built drawings and in digital pdf and Autocad format, as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings are received by the City of Billings.
- E. The Consultant shall provide certified construction payrolls to the Administrator stating in writing that the payrolls have been reviewed and are acceptable.

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Consultant shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on October 15, 2011.

Section 4. Compensation; Method of Payment.

- A. Subject to the Contractor's satisfactory performance, Billings shall pay the Contractor no more than Three Hundred Twenty-Nine Thousand One Hundred and no/100 dollars (\$329,100.00) in accordance with this Section and Appendix B.
- B. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Consultant shall present a bill to the Administrator describing the Work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Consultant's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Consultant of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Contractor for all services provided not under dispute in the invoice. Billings will pay Consultant within 30 days of receiving an acceptable invoice.

Section 5. Termination of the Consultant's Services.

The Consultant's services under Section 2 of this Part may be terminated:

- A. By mutual consent of the parties.
- B. For the convenience of Billings, provided that Billings notifies the Consultant in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination.
- C. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this Subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefor, and the other party fails to cure the default within 30 days after receiving the notice.

Section 6. Duties Upon Termination

- A. If Billings terminates the Consultant's services for convenience, Billings shall pay the Consultant for its actual costs reasonably incurred in performing before

termination and Billings shall pay for services rendered prior to termination. Payment under this Subsection shall never exceed the total compensation allowable under Section 4 of this Part. All finished and unfinished documents and materials prepared by the Consultant shall become the property of Billings.

- B. If the Consultant's services are terminated for cause, Billings shall pay the Consultant the reasonable value of the services satisfactorily rendered prior to termination, less any damages suffered by Billings because of the Consultant's failure to perform satisfactorily. The reasonable value of the services rendered shall never exceed ninety percent (90%) of the total compensation allowable under Section 4 of this Part. Any finished or unfinished documents or materials prepared by the Consultant under this Contract shall become the property of Billings at its option.
- C. If the Consultant receives payments exceeding the amount to which it is entitled under Subsections A or B of this Section, he shall remit the excess to the Administrator within 30 days of receiving notice to do so.
- D. The Consultant shall not be entitled to any compensation under this Section until the Consultant has delivered to the Administrator all documents, records, Work product, materials and equipment owned by Billings and any Deliverables prepared by the Contractor as defined in the Scope of Services and requested by the Administrator.
- E. If the Consultant's services are terminated for whatever reason the Consultant shall not claim any compensation under this Contract, other than that allowed under this Section.
- F. If a final audit has not been performed before the Consultant's services are terminated, Billings may recover any payments for costs disallowed as a result of the final audit.
- G. Except as provided in this Section, termination of the Consultant's services under Section 5 of this Part does not affect any other right or obligation of a party under this Contract.

Section 7. Insurance.

- A. The Consultant shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Consultant shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
- B. The Consultant shall provide the following insurance:
 - 1. Workers' compensation and employer's liability coverage as required by Montana law.
 - 2. Commercial general liability, including contractual and personal injury coverage's -- \$1,500,000 per occurrence.
 - 3. Commercial automobile liability -- \$1,500,000 per accident.
 - 4. Professional liability in the amount of \$1,500,000 per claim.
- C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.

- D. Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

Section 8. Assignments.

Unless otherwise allowed by this Contract or in writing by the Administrator, any assignment by the Consultant of its interest in any part of this Contract or any delegation of duties under this Contract shall be void, and an attempt by the Consultant to assign any part of its interest or delegate duties under this Contract shall give Billings the right immediately to terminate this Contract without any liability for Work performed.

Section 9. Ownership; Publication, Reproduction and Use of Material.

- A. Except as otherwise provided herein, all data, documents and materials as defined as Deliverables in the Scope of Services and produced by the Consultant under this Contract shall be the property of Billings, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright. Consultant shall retain rights to pre-existing proprietary property including but not limited to interactive models. The Consultant shall have the right to include photographic or artistic representations of the design and construction of the Project among the Consultant's promotional and professional materials. The Consultant's materials shall not include Billings' confidential or proprietary information regardless of whether Billings has previously advised the Consultant in writing of the specific information considered by Billings to be confidential and proprietary.
- B. Equipment purchased by the Consultant with Contract funds: See Appendix A, Section 3. Scope of Work.
- C. Should Billings elect to reuse Deliverables provided under this Contract for other than the original project and/or purpose, Billings will indemnify and hold harmless the Consultant from any and all claims, demands and causes of action of any kind or character arising as a result of reusing the Deliverables developed under this contract. Additionally, any reuse of design drawings or specifications provided under this Contract must be limited to conceptual or preliminary use for adaptation, and the original Consultant's or subconsultant's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

Section 10. Notices.

Any notice required pertaining to the subject matter of this Contract shall be either sent via facsimile (FAX), e-mail, or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Billings: Travis Harris, P.E.
City of Billings
Public Works Department
2224 Montana Avenue
Billings, Montana 59101

e-mail: harrist@ci.billings.mt.us
FAX: (406) 237-6291

Consultant: Craig Habben, P.E.
6300 South Old Village Place
Suite 100
Sioux Falls, South Dakota 57108

e-mail: craig.habben@hdrinc.com
FAX: (605) 977-7747

Notices are effective upon the earlier of receipt, proof of good transmission (facsimiles only), or 5 days after proof of proper posting.

Section 11. Contract Budget.

In connection with its performance under this Contract, the Consultant shall not make expenditures other than as provided in line items in the Contract budget.

Section 12. Force Majeure.

- A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.
- B. As used in this Contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation:
 1. Any interruption, suspension or interference resulting solely from the act of Billings or neglect of Billings not otherwise governed by the terms of this Contract.
 2. Strikes or Work stoppages.
 3. Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.
 4. Order of court, administrative agencies or governmental officers other than Billings.

Section 13. Financial Management System.

The Consultant shall establish and maintain a financial management system that:

- A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Contract;
- B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Consultant's performance under this Contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
- C. Effectively controls and accounts for all municipal funds and Contract property;

- D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
- E. Allocates administrative costs to direct service delivery units;
- F. Minimizes the time between receipt of funds from Billings and their disbursement by the Consultant;
- G. Provides accounting records supported by source documentation; and
- H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

Section 14. Funding Requirements.

In the event that any funding source for this Contract should impose additional requirements upon Billings for the use of those funds, the Consultant agrees to abide by those additional requirements immediately upon receipt of written notice thereof from Billings.

Section 15. Subcontracts.

The Consultant may enter into subcontracts for professional services necessary for the performance of this Contract, provided:

- A. Every subcontract shall be reduced to writing and contain a precise description of the services to be provided and the nature of the consideration paid therefor.
- B. Every subcontract under which the Consultant delegates the provision of services shall be subject to review and approval by the Administrator before it is executed by the Consultant.
- C. Every subcontract in an amount exceeding \$1,000 shall require reasonable access to business records of the subconsultant relating to the purchase of goods or services pursuant to the subcontract.

PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

The Consultant shall perform its obligations hereunder as an independent Consultant of Billings. Billings may administer the Contract and monitor the Consultant's compliance with its obligations hereunder. Billings shall not supervise or direct the Consultant other than as provided in this Section.

Section 2. Nondiscrimination.

- A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Consultant agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The Consultant shall state, in all solicitations or advertisements for employees to Work on Contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
- C. The Consultant shall comply with any and all reporting requirements that may apply to it which the City of Billings may establish by regulation.
- D. The Consultant shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this Contract, so as to be binding upon every such subconsultant or vendor of the Consultant under this Contract.
- E. The Consultant shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.

Section 3. Permits, Laws, and Taxes.

The Consultant shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Contract. All actions taken by the Consultant under this Contract shall comply with all current and applicable statutes, ordinances, rules and regulations at the time of the execution of this Contract. The Consultant shall pay all taxes pertaining to its performance under this Contract.

Section 4. Nonwaiver.

The failure of either party at any time to enforce a provision of this Contract shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Contract or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

Section 5. Amendment.

- A. This Contract shall only be amended, modified or changed by a writing, executed by authorized representatives of the parties, with the same formality as this Contract was executed.
- B. For the purposes of any amendment modification or change to the terms and conditions of this Contract, the only authorized representatives of the parties are:

Consultant: Department Manager
(title of position)

Billings: City Council or Authorized Designee

- C. Any attempt to amend, modify, or change this Contract by either an unauthorized representative or unauthorized means shall be void.

Section 6. Jurisdiction; Choice of Law.

Any civil action arising from this Contract shall be brought in the District Court for the Thirteenth Judicial District of the State of Montana, Billings. The law of the State of Montana shall govern the rights and obligations of the parties under this Contract.

Section 7. Severability.

Any provision of this Contract deemed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Contract.

Section 8. Integration.

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

Section 9. Liability.

The Consultant shall indemnify, defend, save, and hold Billings harmless from any and all claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, arising from any wrongful or negligent act, error or omission of the Consultant or any agent, employee or subconsultant as a result of the Consultant's or any subconsultant's performance pursuant to this Contract.

- A. The Consultant shall not indemnify, defend, save and hold Billings harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of Billings occurring during the course of or as a result of the performance of the Contract.
- B. Where claims, lawsuits or liability, including attorneys' fees and costs to the extent arise from wrongful or negligent act of both Billings and the Consultant, the Consultant shall indemnify, defend, save, and hold Billings harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which to the extent result from the Consultant's or any subconsultant's wrongful or negligent acts occurring as a result from the Consultant's performance pursuant to this Contract.

Section 10. Inspection and Retention of Records.

The Consultant shall, at any time during normal business hours and as often as Billings may deem necessary, make available to Billings, for examination, all of its records with respect to all matters covered by this Contract for a period ending three years after the date the Consultant is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Consultant shall submit such other information and reports relating to its activities under this Contract, to Billings, in such form and at such times as Billings may reasonably require. The Consultant shall permit Billings to audit, examine and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Contract. Billings may, at its option, permit the Consultant to submit its records to Billings in lieu of the retention requirements of this Section.

Section 11. Availability of Funds.

Payments under this Contract may require funds from future appropriations. If sufficient funds are not appropriated for payments required under this Contract, this Contract shall terminate without penalty to Billings; and Billings shall not be obligated to make payments under this Contract beyond those which have previously been appropriated.

IN WITNESS WHEREOF, the parties have executed this Contract on the date and at the place shown below.

City of Billings

HDR Engineering, Inc.

City Council or Designee

Date: _____

Name: Amanda B. McInnis

Title: Department Manager

Date: _____

ATTEST:

IRS Tax ID # 47-0680568

City Clerk

APPROVED AS TO FORM:

Date: _____

By _____

BRENT BROOKS, City Attorney

STATE OF MONTANA)
 :ss.
COUNTY OF MISSOULA)

On this _____ day of _____, 2010, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the _____ of _____, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public for the State of Montana
Residing at Missoula, Montana
My Commission Expires: _____

Note: Final contract documents will require the Consultant's signature to be notarized.

Appendix A

Basic Services of Engineer

Section 1. Engineer's Rights and Duties.

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Engineer's portion of the project as defined in the scope of work and to prepare and deliver to Billings all plans, specifications, bid documents, and other material as designated herein.
- B. Ascertain such information as may have a bearing on the work from local units of government, utility companies, and private organizations and shall be authorized to procure information from other authorities besides Billings, but shall keep Billings advised as to the extent of these contacts and the results thereof.
- C. Prepare and present such information as may be pertinent and necessary in order for Billings to pass critical judgment on the features of the work. The Engineer shall make changes, amendments or revisions in the detail of the work as may be required by Billings. When alternates are being considered, Billings shall have the right of selection.
- D. Engineer's work shall be in accordance with the standards of sound engineering and present City, State, and National standards and policies currently in use.
- E. Conform to the requirements of the Montana Code Annotated Title 18 "Public Contracts" and more particularly Sections 18-2-121 and 18-2-122, and all other codes of the State of Montana applicable to providing professional services including codes and standards nationally recognized.
- F. The Engineer shall certify with the submission of final plans that the plans are in conformance with applicable sections of Title 69, Chapter 4, Part 5, of the Montana Code Annotated as pertaining to existing utilities.
- G. To perform professional services in connection with the project and will serve as Billings' representative in those phases of the project to which this agreement applies.
- H. Where Federal funds are involved, the necessary provisions to meet all requirements will be complied with and documents secured and placed in the bidding documents.
- I. Submit an estimated progress schedule as to time and costs at the beginning of the work, and monthly progress reports thereafter until complete. The reports will include any problems, potential problems, and delays as foreseen by the Engineer. Reports will be submitted in a timely manner to permit prompt resolution of problems.

- J. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Craig Habben working under the Principal-in-Charge, Amanda McInnis.

Section 2. Billings Rights and Duties.

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete Billings' portion of the project as designated in the scope of work.
- B. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Travis Harris, Project Manager.

Section 3. Scope of Work.

The Engineer shall perform the work tasks outlined within this agreement for W.O. 10-12—WTF Low Service Pump Station 1 Upgrade.

The program consists of engineering services for the City of Billings Water Treatment Facility (WTF) Low Service Pump Station 1 Upgrade. Included in the program are project startup, planning, preliminary design, final design, bid administration services, and construction and inspection services. The program is based on expansion of Low Service Pump Station 1 to include a fifth pump, a new superstructure and a new inlet channel.

The project consists of the following facility components and improvements at the Billings WTF:

- ◆ **Provide Engineering Services for Expansion of the LSPS 1, a new superstructure and a new inlet channel. Project construction will include:**
 - Demo existing metal building structure, lighting and ventilation equipment.
 - Demo inlet gates from Intake Channel 1 to pump wet wells where gates are hydraulically limiting
 - Expand existing substructure to provide a fifth wet well for a fifth pump. Scope is based on providing drilled piers to support new inlet channel and superstructure.
 - Provide new inlet channel that will feed all five pumps and include a trash rack similar to existing racks.
 - Enlarge existing inlet gates as required to match hydraulic capacity of associated pumps
 - Fill in existing pipe penetrations as required
 - Connect discharge piping from Screening Building to Inlet Channel.
 - Provide ability for water to flow directly from Intake Channel 1 to new Inlet Channel
 - Provide superstructure with precast walls utilizing sandwich panels and a roof that utilizes hollow core panels. Architecture will be compatible with other buildings on the plant site. Superstructure includes:
 - Separate electrical room
 - Access doors
 - Construction materials to handle wet atmosphere
 - Means for pump removal
 - HVAC systems designed to handle requirements of wet areas. Louvers will include filters.
 - Sequence construction to allow new facilities to be built during low demands

- Existing air conditioning system will be used in new facility if adequately sized for new VFD.
 - Design will be based on Intake Channel 1 being taken out of service during construction and any cofferdams and dewatering required will be designed by the contractor.
 - No modifications or changes to existing pumps are included
- ◆ **Provide Design Services for new electrical service for new pump and building which is included:**
- Provide 480 volt VFD to drive new pump
 - Provide power to new VFD from existing MCC
 - Include backup power provisions designed in the Backup Power Phase II project.
 - Provide lighting and house power for new building
 - Scope is based on building power feed and existing MCC being large enough and MCC will be left in place as well as existing VFDs
- ◆ **Provide Design Services for site work associated with LSPS 1 Upgrade which is included:**
- Provide piping connections for discharge of new pump to existing pipe connecting to filters
 - Provide relocation of buried electrical conduits and service, as required
 - Provide relocation of natural gas service, as required
 - Provide site grading to accommodate expanded building
- ◆ **Provide Design Services to upgrade the plant SCADA system to incorporate disinfection system equipment automation and monitoring which is included:**
- Provide communication provisions for new VFD to existing SCADA system
 - Provide relocation of primary elements and transmitters as required for replacement of the existing superstructure
 - City will provide programming changes and any additions to SCADA screens
- ◆ **Permitting and Environmental Services**
- Assistance will be provided to the City for obtaining building permit.
 - No other permitting or environmental related services are included.

DETAIL SCOPE OF SERVICES

The scope of services that will be utilized on the Billings WTF project is presented in the summaries for Tasks 100 through 500. The scope of services is organized as follows:

<u>Task Series</u>	<u>Description</u>
100	Project Initiation, Coordination and Management
200	Preliminary Design
300	Final Design Phase
400	Bid Phase
500	Construction Phase

TASK SERIES 100

101– Project Initiation

The purpose of this task will be to establish lines of communication between the City and HDR staff. Key project goals and objectives will be established. Specific tasks will include the following:

101-1: Initiation Meeting

Key staff personnel from the City and Consultant will meet in a project initiation meeting. This meeting will finalize lines of communication and establish standard procedures for transferring and verifying data.

101-2: Review Project Goals and Objectives

The project goals and objectives as envisioned by the City will be reviewed. Modifications and additions to these goals and objectives will be finalized.

101-3: Review Project Budget and Schedule Requirements

Key personnel from the City and Consultant team will review the final budget and schedule requirements for all phases of the project. This information will be used to monitor results and timing.

102 – Meetings with City Staff

During the preliminary design and final design phases of the project, key members of the Consultant design team will meet with the City staff to review the project.

103 – Construction Cost Estimate

The capital costs for the project will be developed in this task series.

104 – Project Management

Coordinate design team, monitor project status and prepare financial documents.

105 – Coordination with DEQ

Coordinate with DEQ for approval of design documents and follow up with record set at conclusion of the project.

TASK SERIES 200 – PRELIMINARY DESIGN

This task series will involve a preliminary layout of a fifth pump wetwell, the inlet channel and the new superstructure. The tasks associated with the preliminary design include the following:

201 - Geotechnical Investigations

A soils sub-consultant will perform geotechnical investigations to determine the structural design requirements for the expanded structure including the new superstructure.

202 - Perform Design Surveys

Perform the necessary field surveys for the design of the project. City to assist with survey of Intake Channel 1 in the area of the Inlet Channel by providing a boat.

203 – Preliminary Design Evaluation

Develop concepts of structure foundation required for new wetwell, inlet channel and superstructure. Evaluate space and cooling needs in Electrical Room for new VFD. Evaluate construction sequencing and scheduling as it relates to plant operation and demands.

204 – Prepare Schematics

Develop schematics of plant process flow for new inlet channel and low service pump including all potential options.

205 – Prepare Design Memoranda

Develop a 30% design of selected layout of the inlet channel, fifth wetwell, superstructure, equipment, gates and piping. Prepare a design report to summarize the design criteria for the process and associated building structures. Perform a cost estimate to verify project budget. Provide internal QC and present draft memorandum to the City for Review.

206 – Incorporate Review Comments

Incorporate internal and City review comments and finalize design memorandum.

207 - Prepare Preliminary Drawings

Utilizing approved layouts identified in the design memorandum, prepare preliminary drawings for each discipline. These drawings will locate major structural elements, equipment components, valves, gates and piping.

208 - Prepare Preliminary Detailed Specifications

Preliminary detailed specifications for major pieces of construction, equipment, valves, gates, piping, instrumentation and controls, and site improvements will be prepared. The preliminary detailed specifications will establish general acceptable standards for equipment and materials.

209 - Perform Preliminary In-House Review

An engineering team of senior technical personnel not directly involved with the project, will review the preliminary drawings and specifications and the cost estimate for completeness, accuracy, and constructability.

210 - Resolve City Comments and Review Comments

Comments received in a review of preliminary drawings, specifications, and construction cost estimate will be resolved.

TASK SERIES 300 – FINAL DESIGN

In this task the drawings and specifications in the preliminary design will be further detailed and finalized for a 95% review set for internal review and then owner review. Review comments will then be incorporated to develop the final bid documents.

301 - Prepare Final Drawings

Utilizing the preliminary drawings and comments, the Consultant will prepare final construction drawings for the proposed improvements.

302 - Prepare Final Detail Specifications

Final detail specifications, suitable for bidding and construction, will be developed.

303 - Perform Final In-House Review

An engineering team of senior technical personnel not directly involved with the project will review the final drawings and specifications and the cost estimate for completeness, accuracy, and constructability.

304 - Incorporate Review Comments

95% review comments received from the City and In-House reviews will be compiled and incorporated into the documents as required.

305 - Assist in Obtaining Permits

Assist the City in submitting building permit.

TASK SERIES 400 – BID PHASE

401 – Bidding Administrative Assistance

Prepare bid documents and distribute to prospective bidders. Answer bidder questions and prepare addendum as needed. Schedule and conduct pre-bid meeting.

402 – Post-Bid Administrative Assistance

Receive, evaluate and tabulate bids. Assess completeness of bid. Make recommendations to the City on award of contract. Assist in preparation of contract documents.

TASK SERIES 500 – CONSTRUCTION PHASE

Construction Phase scoping is based on 35 week construction period after which time only minor punch list items would need to be completed.

501 – Construction Initiation Services

After award of the construction contract, the Consultant shall prepare a construction initiation memorandum, schedule and conduct a preconstruction conference and prepare an agenda summarizing the conference. The consultant will provide the contractor with six copies of plans and specifications plus electronic pdf files, at no additional cost.

502 – Office Assistance and Administration

During the construction phase of the project, the Consultant will provide office assistance to the City on the administration of the project. This effort will include review and preparation of change orders, shop drawing review, interpretation of drawings and specifications, monitoring of compliance with procedural requirements on the project, coordinating with the contractor, preparation of pay estimates, confirmation of certified payrolls, conducting weekly construction meetings, and preparing and distributing meeting minutes.

503 – Field Services

The Consultant will provide on-site construction observation services. A resident project representative will be provided at 9 hours per week for five weeks and half-time for 30 weeks. The resident project representative will monitor the project for compliance with project plans and specifications. Consultant will provide periodic trips to the site beyond construction meetings. Allowance is included for geotechnical consultation. No testing services are included as these will be provided by the contractor.

504 – Construction Wrap-Up and Acceptance

Upon completion of the construction of the improvements, the Consultant will schedule and conduct a final project walk-through and assist the City in the final wrap-up of the project, including preparing record drawings, preparation of a punchlist, start-up of facilities, operations and maintenance information review, and recommending final acceptance.

505 – Post-Construction Warranty Services

Upon final acceptance, the Consultant will provide warranty item consultation, will assist in the eleven-month warranty inspection, and provide warranty follow-up.

Appendix B

Methods and Times of Payment

Section 1. Payments for Basic Services.

Billings shall authorize payment to the Engineer for services performed under Appendix A of this Agreement. Partial payment shall be made to the Engineer upon receipt of the Engineer's pay estimate, said estimate being proportioned to the work completed by the Engineer. Billings shall deduct five percent (5%) from each monthly pay estimate to be held until the completion of the final scope of work. The final payment shall be made only after acceptance of final documents by Billings, and determination that the scope of work has been satisfactorily completed.

A. For services rendered, the Engineer shall be paid based upon actual time accrued, but not to exceed the following amounts:

1. Project Initiation, Coordination, Deliverables and Management	\$ 18,600.00
2. Preliminary Design and Final Design	\$ 186,600.00
3. Bidding	\$ 9,100.00
4. Construction Administration	\$ 114,800.00

B. Final payment shall be the above stated basic fee less all previous payments.

Section 2. Payments for Extra Services when Authorized by Billings.

Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study shall be paid for by a negotiated price.

Section 3. Corrections.

Costs of Billings work that is required for corrections to the Engineer's work which requires redoing by Billings shall be deducted from any payments due the Engineer, if the Engineer fails to make the required corrections.

Section 4. Fee Increases

For contracts and services that are expected to require more than one (1) year to complete, the above stated basic services payments may be reviewed and adjusted annually by mutual agreement of the parties, based upon documented evidence that the Engineer's costs have increased for all comparable clients.

Appendix C

Additional Services of Engineer

Extra Services of the Engineer will be paid only with written prior authorization by Billings.

- A. Field and laboratory testing of materials and reports.
- B. Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study.

Appendix D

Schedule of Professional Fees

Not Used

Appendix E

Project Schedule

Based on a notice to proceed by Billings date no later than June 29, 2010, the completion date for the Engineer's work through final design shall be:

A. Submittals and Meetings

1. 30% Design – July 23, 2010
2. 95% Design – September 16, 2010
3. Bid Documents/Advertisement – October 14, 2010

B. Bidding

1. Pre-Bid Meeting – October 28, 2010
2. Bid Date November 9, 2010

Delays affecting the completion of the work within the time specified of more than ninety (90) days, not attributable to or caused by the Parties hereto, may be considered as cause for the renegotiation or termination of this Contract.

If the Engineer is behind on this Contract due to no fault of Billings, then the Engineer hereby acknowledges the right of Billings to withhold future Contracts to the Engineer in addition to any other remedy until this Contract is brought back on schedule or otherwise resolved.