

Contract for Professional Landscape Architectural and Engineering Services For:

Swords Park Trail STPE 1099 (60)

In consideration of the mutual promises herein, City of Billings and **Sanderson Stewart** agree as follows. This Contract consists of:

- Part I, consisting of 6 Sections of Special Provisions;
- Part II, consisting of 4 Sections of General Provisions;
- Appendix A consisting of 5 pages (Basic Services of Contractor);
- Appendix B consisting of 2 pages (Methods and Times of Payment);
- Appendix C consisting of 1 pages (Additional Services of Contractor);
- Appendix D consisting of 3 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 pages (Project Schedule);
- Appendix F consisting of 7 pages (Certificate(s) of Insurance);
- Appendix G consisting of 2 pages (Certificate of Consultant);
- Appendix H consisting of 1 pages (Certificate of the City of Billings);
- Appendix I consisting of 3 pages (Notice to Contractor); and

PART I SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

- A. "Administrator" means the Park Planner of the Billings Parks Recreation and Public lands Department or his designee.
- B. "Billings" means the City of Billings.
- C. "Contractor" means **Sanderson Stewart**.

Section 2. Scope of Services.

- A. The Contractor 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 Contractor in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.

- C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.
- D. The Consultant shall provide deliverables as outlined in Appendix A 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 deliverables are received by the City of Billings.
 - a. Survey drawings shall be provided on mylar and in Auto CAD.DWG file digital format. All files must be readable by the CITY; any files not readable or corrupted shall be resubmitted. Compressed Files are not acceptable. Drawings using separate reference files, X-ref, shall be bound into one file prior to submission.
 - b. Word processing files in Microsoft Word.doc format. Files must be readable by the CITY.
- E. The Contractor 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 Contractor 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 December 31, 2011.

Section 4. Compensation; Method of Payment.

- A. 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 Contractor shall present a bill to the Administrator, accompanied by the *Contractor Invoice Cover Letter*, 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 Contractor's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Contractor within 30 days of receiving an acceptable invoice.
- B. The Contractor is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
- C. As a condition of payment, the Contractor shall have paid all City taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

The Contractor'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 Contractor 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 Contractor's services for convenience, Billings shall pay the Contractor 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 Contractor shall become the property of Billings.
- B. If the Contractor's services are terminated for cause, Billings shall pay the Contractor the reasonable value of the services satisfactorily rendered prior to termination, less any damages suffered by Billings because of the Contractor'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 Contractor under this Contract shall become the property of Billings at its option.
- C. If the Contractor 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 Contractor shall not be entitled to any compensation under this Section until the Contractor has delivered to the Administrator all documents, records, Work product, materials and equipment owned by Billings and requested by the Administrator.
- E. If the Contractor's services are terminated for whatever reason the Contractor 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 Contractor'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 Contractor'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 Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.

- B. The Contractor 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 Contractor 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 Contractor 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 produced by the Contractor 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. Contractor shall retain rights to pre-existing proprietary property including but not limited to interactive models. The Contractor shall have the right to include photographic or artistic representations of the design and construction of the Project among the Contractor's promotional and professional materials. The Contractor's materials shall not include Billings' confidential or proprietary information regardless of whether Billings has previously advised the Contractor in writing of the specific information considered by Billings to be confidential and proprietary.
- B. Equipment purchased by the Contractor with Contract funds: See Appendix A, Section 3. Scope of Work.
- C. Should Billings elect to reuse Work products provided under this Contract for other than the original project and/or purpose; Billings will indemnify and hold harmless the Contractor from any and all claims, demands and causes of action of any kind or character arising as a result of reusing the documents 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 Contractor's or subcontractor'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) or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Billings: Mark Jarvis, Park Planner
City of Billings
Parks, Recreation and Public Lands
390 North 23rd Street
Billings, Montana 59101 FAX: (406) 247-8641

Contractor: Danielle Scharf, PE
Sanderson Stewart
1300 North Transtech Way
Billings, Montana 59102 FAX: (406) 922-2768

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 Contractor 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 Contractor 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 Contractor'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 Contractor;
- 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 Contractor agrees to abide by those additional requirements immediately upon receipt of written notice thereof from Billings.

Section 15. Subcontracts.

The Contractor may enter into subcontracts for the purchase of goods and 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 or goods to be provided and the nature of the consideration paid therefor.
- B. Every subcontract under which the Contractor delegates the provision of services shall be subject to review and approval by the Administrator before it is executed by the Contractor.
- C. Every subcontract in an amount exceeding \$1,000 shall require reasonable access to business records of the subcontractor relating to the purchase of goods or services pursuant to the subcontract.

PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

- A. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall comply with any and all reporting requirements that may apply to it which the City of Billings may establish by regulation.
- D. The Contractor 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 subcontractor or vendor of the Contractor under this Contract.
- E. The Contractor shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination. See Appendix I.

Section 3. Non-Collusion Certification

- A. The parties to this Agreement have each executed a certification. The Certificate Of Contractor, labeled Appendix G, is attached and by this reference made a part of this Agreement. The Certificate Of The City of Billings, labeled Appendix H, is attached ad by this reference made a part of this Agreement.

Section 4. Permits, Laws, and Taxes.

The Contractor 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 Contractor under this Contract shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this Contract.

Section 5. 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 6. 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:

Contractor: **Michael Sanderson, PE**
(Principal in Charge)

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 7. Jurisdiction; Choice of Law.

Any civil action rising 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 8. Severability.

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

Section 9. 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 10. Liability.

The Contractor 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 Contractor or any agent, employee or subcontractor as a result of the Contractor's or any subcontractor's performance pursuant to this Contract.

- A. The Contractor 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 arise from wrongful or negligent act of both Billings and the Contractor, the Contractor 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 result from the Contractor's or any subcontractor's wrongful or negligent acts occurring as a result from the Contractor's performance pursuant to this Contract.

Section 11. Inspection and Retention of Records.

The Contractor 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 Contractor is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Contractor 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 Contractor 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 Contractor to submit its records to Billings in lieu of the retention requirements of this Section.

Section 12. 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

Contractor

City Council or Designee

Date: _____

Name: _____

Title: _____

Date: _____

ATTEST:

IRS Tax ID # _____

City Clerk

APPROVED AS TO FORM:

Date: _____

By _____

BRENT BROOKS, City Attorney

STATE OF MONTANA)
 :ss.
COUNTY OF YELLOWSTONE)

On this ____ day of _____, 2004, 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 Billings, Montana
My Commission Expires: _____

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

Appendix A

Basic Services of Contractor

Section 1. Contractor's Rights and Duties.

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Contractor'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 Contractor 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. Contractor's work shall be in accordance with the standards of sound Contracting 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 Contractor 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 Contractor. Reports will be submitted in a timely manner to permit prompt resolution of problems.
- J. Contract administration duties will include review of contractor certified payrolls for wage rate compliance. Discrepancies in certified payrolls will be resolved with the

Contractor. A signed Contractor's Payroll Check Sheet (included in the Standard Modifications to MPWSS) will be submitted as proof of this review with one copy of each payroll.

- K. Name a Task Director who shall be the liaison between Billings and the Contractor. For this project the Task Director designated for the Contractor is **Danielle Scharf, PE** working under the Principal-in-Charge, **Michael Sanderson, PE**.

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 Contractor and Billings. For this project, the Task Director designated is **Mark Jarvis, Park Planner**.

Section 3. Scope of Work.

The Swords Park Trail Phase II project will include design and construction administration services for a 10-foot wide multi-use trail from the east end of the existing Swords Park Trail (Phase I) to the existing trail south of the interchange at Airport Road and Aronson Avenue and to the existing pedestrian underpass under Airport Road west of the interchange. A detailed scope of services required to complete this project includes the following:

A. Project Management

1. Weekly progress reports
2. Up to 6 progress meetings with Staff
3. Contract Management/Billing
4. Coordination with Sub-consultants
5. QA/QC

B. Compile Existing Information

1. Compile existing survey and mapping data provided by City and others
2. Compile and review environmental assessment (EA) and cultural resources information completed by others for previous projects
3. Review geotechnical studies, if available, from previous projects
4. Review existing master plan documents

C. Field Alignment Study

1. Conduct field walk-through to identify potential trail alignments consistent with Swords Park master plan. Field walk-through will include:
 - a. City Staff
 - b. Sanderson Stewart
 - c. AECOM
 - d. Western Heritage Center
 - e. Other stakeholders, to be identified in consultation with City Staff.

- D. Preliminary Survey
 - a. Project management and coordination
 - b. Conduct pre-survey research of property boundary and control information
 - c. Survey computation
 - d. Establish survey control
 - e. Conduct design-level topographic survey of area identified during Field Alignment Study
 - f. Pick up additional topographic survey as needed throughout design process

- E. Geotechnical Investigation
 - 1. Drill seven (7) borings, test resulting samples and compile report

- F. Environmental Documentation
 - 1. Prepare Group (c) Categorical Exclusion (combined effort by Sanderson Stewart and Ethnoscience)

- G. Concept Alignment and Cross-sections
 - 1. Develop concept alignment based on route identified during walk-through
 - 2. Develop up to 3 cross-section concepts

- H. Sign Program Development
 - 1. Coordination with Sanderson Stewart and team meetings by phone (4).
 - 2. Coordination with the WHC on vision and theme development for interpretive signs.
 - 3. (2) site visits (1 person, 1 day) for work sessions and presentations as needed.
 - 4. Draft and Final submittals for Concept Design (11 x 17 document) describing vision, themes, family of signs, materials, colors, fonts, template for panel layout, and structure concepts.
 - 5. Preliminary, Draft, and Final submittals for Panel Design for (5) Interpretive signs (2 types- horizontal large and horizontal small).
 - 6. Preliminary, Draft, and Final submittals for Wayfinding Sign Design for (6) signs (3 types).
 - 7. Preliminary, Draft, and Final submittals for Site Identification Sign Design for (1) sign (1 type). Numbers 4 thru 6 above may be combined in the same package. The Final submittal will have two sections: 1) graphics layout section for the sign panel and 2) detail section for the sign structures.
 - 8. Coordination with an illustrator for (2) illustrations for interpretive panels.
 - 9. Coordination with WHC on development of content for each of the (4) interpretive signs. It is our understanding that WHC will develop the content based on a specific topic for each sign as determined by the consultant team and client. Editing of content (3 rounds of client review and comment) for a consistent 'voice' and level of understanding will be provided by AECOM.

- I. Preliminary Design
 - 1. Develop preliminary design documents based on one preferred alternative identified during Staff and stakeholder reviews.
 - 2. Develop draft engineering specifications and contract documents
 - 3. Develop preliminary cost estimate based on unit prices from bids for recent comparable projects.
 - 4. Submit preliminary design documents for City review

- J. Preliminary Design Revisions
 - 1. Make revisions to preliminary design based on City review and input from Parks Board
 - 2. Revise contract documents
 - 3. Update cost estimate
 - 4. Submit preliminary design and bid documents to CTEP for review

- K. Final Design
 - 1. Make revisions to preliminary design based CTEP review comments
 - 2. Prepare final bid documents with bid alternates for:
 - a. Trail construction only
 - b. Asphalt vs. concrete surfacing
 - c. Additive Alternate – Interpretive and Wayfinding Signage
 - d. Additive Alternate – Rehab of historic rock cairns
 - 3. Prepare final cost estimate
 - 4. Erosion control plan

- L. Bid Process
 - 1. Prepare and publish bid advertisement
 - 2. Conduct pre-bid conference
 - 3. Attend bid opening and prepare bid tabulation
 - 4. Prepare bid award and process contract documents

- M. Construction Administration
 - 1. Conduct pre-construction conference
 - 2. Shop drawing review
 - 3. Construction inspection – Assume 200 hours based on approximately half-time inspection for an assumed 60 calendar day construction contract with 10-hour work days
 - 4. Construction testing coordination and review
 - 5. Process pay applications and change orders
 - 6. Substantial completion walkthrough and punch list
 - 7. Conduct one-year warranty inspection and prepare punch list
 - 8. Complete and submit as-built drawings

- N. Construction Staking
 - 1. Project management and coordination
 - 2. Upload staking alignments
 - 3. Build staking alignments
 - 4. Slope stake or O/S stake trail for cut and fill

5. Stake multi-use trail at 2-ft O/S and 50-ft stationing for approximately 1.5 miles
6. Miscellaneous staking for turnouts, parking areas, etc.

Appendix B

Methods and Times of Payment

Section 1. Payments for Basic Services.

Billings shall authorize payment to the Contractor for services performed under Appendix A of this Agreement. Partial payment shall be due the Contractor upon receipt of the Contractor's pay estimate, Accompanied by a completed Contractor Invoice Cover Letter, said estimate being proportioned to the work completed by the Contractor.

Billings shall deduct ten percent (10%) 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 as outlined in Appendix A, the Contractor shall be paid a total of **\$230,808.25** as follows:

PROPOSED FEE SCHEDULE:

The attached Budget Worksheet (pages 1 and 2) provides a breakdown of the project labor hours and resulting proposed Fee for Services. The fee includes expenses.

FEE SCHEDULE:

<u>Task</u>	<u>FEE</u>
Task 1 – Project Management	\$22,920.00
Task 2 – Compile Existing Information	\$2,980.00
Task 3 – Field Alignment Study	\$5,290.00
Task 4 – Preliminary Survey	\$10,215.00
Task 5 – Geotechnical Investigation	\$5,200.00
Task 6 – Environmental Documentation	\$8,440.00
Task 7 – Concept Alignment and Cross-sections	\$20,345.00
Task 8 – Sign Program Development	\$57,410.00
Task 9 – Preliminary Design	\$17,250.00
Task 10 – Preliminary Design Revisions	\$7,630.00
Task 11 – Final Design	\$4,950.00
Task 12 – Bid Process	\$4,702.00
Task 13 – Construction Administration	\$28,660.00
Task 14 – Construction Staking	\$18,090.00
Expenses (3.5% for SS, 5% for Sub-consultants)	\$8,626.25
Direct Sub-consultant Expenses	<u>\$8,100.00</u>
TOTAL PROPOSED FEE:	\$230,808.25

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

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

Requests made or conditions identified which are beyond the scope and intent of this study shall be paid for on an hourly basis at the applicable fees in Appendix D.

Section 3. Corrections.

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

Swords Park Trail II - STPE 1099 (60)
 Budget Worksheet
 11/4/2010

Task Description	Sanderson Stewart Staff Position/Charge-Out Rate										Sanderson Stewart Total	Sub-Consultant				Total incl. Sub-Consultants
	Principal	Senior Engineer	Project Engineer	CADD Technician	Project Administrator	Sen. Construction Eng. Tech.	Construction Inspector	Sen. Prof. Land Surveyor	Professional Land Surveyor	2-man Survey Crew		AECOM	Tetracon	Ethnoscience	Western Heritage Center	
	\$150.00	\$115.00	\$90.00	\$65.00	\$65.00	\$88.00	\$60.00	\$105.00	\$95.00	\$175.00		At cost	At cost	At cost	At Cost	
Task 1: Project Management																
a. Weekly Progress Reports		60									\$6,900.00					
b. Progress Meetings	8	20									\$3,500.00	\$6,440.00				
c. Contract Management/Billing		12									\$1,380.00					
d. Coordination with Sub-consultants		20									\$2,300.00					
e. QA/QC	16										\$2,400.00					
Subtotal for Task 1	\$3,600.00	\$12,880.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,480.00	\$6,440.00	\$0.00	\$0.00	\$0.00	\$22,920.00
Task 2: Compile Existing Information																
a. Existing Survey Information		4						4			\$880.00					
b. EA and Cultural Resources Information		4									\$460.00					
c. Geotechnical Studies		4	4								\$820.00					
d. Park Master Plans		4	4								\$820.00					
Subtotal for Task 2	\$0.00	\$1,840.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$420.00	\$0.00	\$0.00	\$2,980.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,980.00
Task 3: Field Alignment Study																
a. On-site meeting and walk-through	4	8	8								\$2,240.00	\$2,570.00			\$480.00	
Subtotal for Task 3	\$600.00	\$920.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,240.00	\$2,570.00	\$0.00	\$0.00	\$480.00	\$5,290.00
Task 4: Preliminary Survey																
a. Project Management and Coordination								5			\$525.00					
b. Pre-Survey Preparation and Research									2		\$190.00					
c. Survey Computation				2							\$130.00					
d. Survey Control									1	8	\$1,495.00					
e. Topographic Survey										37	\$6,475.00					
f. Pick-up Topographic Survey										8	\$1,400.00					
Subtotal for Task 4	\$0.00	\$0.00	\$0.00	\$130.00	\$0.00	\$0.00	\$0.00	\$525.00	\$285.00	\$9,275.00	\$10,215.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,215.00
Task 5: Geotechnical Investigation																
a. Drill 7 borings, test samples, and compile report											\$0.00		\$5,200.00			
Subtotal for Task 5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,200.00	\$0.00	\$0.00	\$0.00	\$5,200.00
Task 6: Environmental Documentation																
a. Prepare Group (c) Categorical Exclusion		16	40								\$5,440.00			\$3,000.00		
Subtotal for Task 6	\$0.00	\$1,840.00	\$3,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,440.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$8,440.00
Task 7: Concept Alignment and Cross-sections																
a. Develop alignment based on route identified in walk-through	10	20	10	40							\$7,300.00				\$600.00	
b. Develop up to 3 cross-section concepts	10	20	10	40							\$7,300.00	\$5,145.00				
Subtotal for Task 7	\$3,000.00	\$4,600.00	\$1,800.00	\$5,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,600.00	\$5,145.00	\$0.00	\$0.00	\$600.00	\$20,345.00
Task 8: Sign Program Development																
a. Coordination and team meetings	4	8	8								\$2,240.00				\$600.00	
b. Vision and theme development for interpretive signs	4	8									\$1,520.00				\$600.00	
c. Site visits for work sessions and presentations	4	8									\$1,520.00					
d. Concept Design Document											\$0.00					
e. Panel Design for (5) Interpretive Signs											\$0.00					
f. Wayfinding Sign Design for (12) signs (3 types)											\$0.00					
g. Site Identification Sign Design											\$0.00					
h. Coordination with illustrator for interpretive panels											\$0.00					
i. Develop content for interpretive signs											\$0.00				\$3,600.00	
Subtotal for Task 8	\$1,800.00	\$2,760.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,280.00	\$47,330.00	\$0.00	\$0.00	\$4,800.00	\$57,410.00

Task Description	Sanderson Stewart Staff Position / Charge-Out Rate										Sanderson Stewart Total	Sub-Consultant				Total Incl. Sub-Consultants
	Principal	Senior Engineer	Project Engineer	CADD Technician	Project Administrator	Sen. Construction Eng. Tech	Construction Inspector	Sen. Prof. Land Surveyor	Professional Land Surveyor	2-man Survey Crew		AECOM	Terracon	EthnoScience	Western Heritage Center	
	\$150.00	\$115.00	\$90.00	\$65.00	\$65.00	\$88.00	\$60.00	\$105.00	\$95.00	\$175.00		At cost	At cost	At cost	At Cost	
Task 9: Preliminary Design																
a. Preliminary design documents for preferred alternative		37	37	37							\$9,990.00					
b. Draft engineering specifications and contract docs		20			40						\$4,900.00					
c. Preliminary cost estimate		12									\$1,380.00					
d. Submit preliminary documents for City review		4		4	4						\$980.00					
Subtotal for Task 9	\$0.00	\$8,395.00	\$3,330.00	\$2,665.00	\$2,860.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,250.00
Task 10: Preliminary Design Revisions																
a. Make revisions to preliminary design		19	9	19							\$4,230.00					
b. Revise contract docs		8			16						\$1,960.00					
c. Update cost estimate		4									\$460.00					
d. Submit preliminary documents for CTEP review		4		4	4						\$980.00					
Subtotal for Task 10	\$0.00	\$4,025.00	\$810.00	\$1,495.00	\$1,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,630.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,630.00
Task 11: Final Design																
a. Make revisions to preliminary design		9	5	9							\$2,070.00					
b. Prepare final bid documents with bid alternates		8			12						\$1,700.00					
c. Prepare final cost estimate		4									\$460.00					
d. Erosion Control Plan		4		4							\$720.00					
Subtotal for Task 11	\$0.00	\$2,875.00	\$450.00	\$845.00	\$780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,950.00
Task 12: Bid Process																
a. Bid advertisement		2			4						\$490.00					
b. Conduct pre-bid conference		8			8	4					\$1,792.00					
c. Attend bid opening and prepare bid tabulation		4			8						\$980.00					
d. Prepare bid award and process contract documents		8			8						\$1,440.00					
Subtotal for Task 12	\$0.00	\$2,530.00	\$0.00	\$0.00	\$1,820.00	\$352.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,702.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,702.00
Task 13: Construction Administration																
a. Conduct pre-construction conference		8			8	4					\$1,792.00					
b. Shop drawing review		8				16					\$2,328.00					
c. Construction inspection						20	200				\$13,760.00					
d. Construction testing coordination and review						20	10				\$2,360.00					
e. Process pay applications and change orders		8			24	12					\$3,536.00					
f. Substantial completion walkthrough and punch list		4			8	4					\$1,332.00					
g. One-year warranty inspection and punch list		4			8	4					\$1,332.00					
h. As-built drawings		8		20							\$2,220.00					
Subtotal for Task 13	\$0.00	\$4,600.00	\$0.00	\$1,300.00	\$3,120.00	\$7,040.00	\$12,600.00	\$0.00	\$0.00	\$0.00	\$28,660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,660.00
Task 14: Construction Staking																
a. Project Management and Coordination								8			\$840.00					
b. Upload Alignments									1		\$95.00					
c. Build Staking Alignments				4					1		\$355.00					
d. Slope Stake or O/S Stake Trail for Cut and Fill										37	\$6,475.00					
e. Sidewalk Staking 2'O/S 50' STA For 1.5 Miles										47	\$8,225.00					
f. Misc. Staking (turn outs, parking areas, etc.)										12	\$2,100.00					
Subtotal for Task 14	\$0.00	\$0.00	\$0.00	\$260.00	\$0.00	\$0.00	\$0.00	\$840.00	\$190.00	\$16,800.00	\$18,090.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,090.00
Total Hours	60	411	135	183	152	84	210	17	5	149	1406					
Total Labor Fee	\$9,000.00	\$47,265.00	\$12,150.00	\$11,895.00	\$9,880.00	\$7,392.00	\$12,600.00	\$1,785.00	\$475.00	\$26,075.00	\$138,517.00	\$61,485.00	\$5,200.00	\$3,000.00	\$5,880.00	\$214,082.00
Expenses (3.5% for SS, 5% for Sub-consultants)	\$315.00	\$1,654.00	\$425.00	\$416.00	\$346.00	\$259.00	\$441.00	\$62.00	\$17.00	\$913.00	\$4,848.00	\$3,074.25	\$260.00	\$150.00	\$294.00	\$8,626.25
Direct Sub-consultant Expenses												\$8,100.00	\$0.00	\$0.00	\$0.00	\$8,100.00
Grand Total											\$143,365.00	\$72,659.25	\$5,460.00	\$3,150.00	\$6,174.00	\$230,808.25

Appendix C

Additional Services of Contractor

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

- A. 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

Hourly rates for services effective on the date of this Agreement are included below.

The itemized schedule provided below includes direct labor costs, normal payroll and overhead costs, transportation, furnishing equipment and materials normally required for performance of the work and reasonable profit. Direct project costs not itemized herein shall be paid for at actual cost.

The cost of Professional Liability Insurance coverage is included in the hourly rates of personnel.

Section 1. Professional Services.

A. The following 2 pages provide a breakdown of professional fees:

CHARGE OUT RATES EFFECTIVE JANUARY 1, 2010

SURVEY CREW SERVICES

1-man Crew	\$ 145.00 /hour
2-man Crew	\$ 175.00 /hour
NOTE:	
1)	Charge out rate for travel time to and from the site same as above.
2)	Minimum of one-hour charge for field crew time.

STAFF PERSONNEL SERVICES

Expert Witness/Special Consultant	\$ 250.00 /hour
Principal	\$ 150.00 /hour
Senior Engineer	\$ 115.00 /hour
Project Engineer	\$ 90.00 /hour
Staff Engineer	\$ 77.00 /hour
Engineer Intern	\$ 66.00 /hour
Land Planner/Landscape Architect	\$ 105.00 /hour
Landscape Designer	\$ 77.00 /hour
Senior Professional Land Surveyor	\$ 105.00 /hour
Professional Land Surveyor	\$ 95.00 /hour
Staff Surveyor	\$ 79.00 /hour
Designer	\$ 75.00 /hour
CADD Technician	\$ 65.00 /hour
Senior Construction Engineering Technician	\$ 88.00 /hour
Construction Engineering Technician	\$ 65.00 /hour
Construction Inspector	\$ 60.00 /hour
Project Administrator	\$ 65.00 /hour
Party Chief	\$ 75.00 /hour
Administrative/Clerical	\$ 50.00 /hour

1300 North Transtech Way
Billings, Montana 59102
Phone 406.656.5255
Fax 406.656.0967
www.sandersonstewart.com

Outside Consultants:

- 1) At cost if independently billed direct to client.
- 2) Cost plus 5% if billed through us.

Independent Laboratories:

- 1) At cost if independently billed direct to client.
- 2) Cost plus 5% if billed through us.

ADMINISTRATIVE EXPENSES

Administrative expenses (including copies, prints, phone, postage, materials, and travel) based on professional services only 3.5% *

* *unless modified by contract*

01-14-10

Appendix E

Project Schedule

Section 1. Project Timeline

- A. Based on Contract approval by Billings City Council, a notice to proceed will be issued by Billings on or about November 24, 2010, the completion date for the Contractor's work shall be December 31, 2011.
- B. Upon notice to proceed, Contractor shall prepare a Work Plan Schedule demonstration the approved Project Scope and proposed timeline for the project.
- C. Delays affecting the completion of the work within the time specified of more than ninety (90) days, not attributable to or cause by the Parties hereto, may be considered as cause for the renegotiation or termination of this Contract.
- D. If the Contractor is behind on this contract due to no fault of Billings, then the Contractor hereby acknowledges the right of Billings to withhold future contracts to the Contractor in addition to any other remedy until this Contract is brought back on schedule or otherwise resolved.

Appendix F

Certificate(s) of Insurance

Client#: 961

SANDERS01

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/07/2010
PRODUCER Hoiness LaBar Insurance A Member of Payne Financial Group P.O. Box 30638 Billings, MT 59107-0638	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Engineering, Inc. DBA Sanderson Stewart 1300 North Transtech Way Billings, MT 59102	INSURERS AFFORDING COVERAGE INSURER A: The Phoenix Insurance Company INSURER B: The Travelers Indemnity Co. INSURER C: Travelers Indemnity Co of IL INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	6802286M792	04/01/10	04/01/11	EACH OCCURRENCE ±1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) ±300,000 MED EXP (Any one person) ±5,000 PERSONAL & ADV INJURY ±1,000,000 GENERAL AGGREGATE ±2,000,000 PRODUCTS - COMP/OP AGG ±2,000,000
C		AUTOMOBILE LIABILITY	BA2287M463	04/01/10	04/01/11	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
		<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B		EXCESS/UMBRELLA LIABILITY	XSMCUP9485Y532	04/01/10	04/01/11	EACH OCCURRENCE ±1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000				AGGREGATE ±1,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder is added as additional insured. Waiver of subrogation applies.
 RE: Project: Swords Park Trail STPE 1099 (60)

CERTIFICATE HOLDER City of Billings Parks, Recreation and Public Lands 390 North 23th Street Billings, MT 59101	CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE John K. Roberts
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Client#: 961

SANDERS01

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/07/2010
PRODUCER Hoiness LaBar Insurance A Member of Payne Financial Group P.O. Box 30638 Billings, MT 59107-0638		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Engineering, Inc. DBA Sanderson Stewart 1300 North Transtech Way Billings, MT 59102		INSURERS AFFORDING COVERAGE INSURER A: Travelers Casualty & Surety Co. INSURER B: INSURER C: INSURER D: INSURER E:
		NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Professional	105269194	04/17/10	04/17/11	\$3,000,000 Each Occ \$3,000,000 Aggregate \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 All operations performed by the above insured.
 RE: Project: Swords Park Trail STPE 1099 (60)

CERTIFICATE HOLDER City of Billings Parks, Recreation and Public Lands 390 North 23th Street Billings, MT 59101	CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE JOHN ROBERTS
--	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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Client#: 961

SANDERS01

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/07/2010
PRODUCER Hoiness LaBar Insurance A Member of Payne Financial Group P.O. Box 30638 Billings, MT 59107-0638		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Engineering, Inc. DBA Sanderson Stewart 1300 North Transtech Way Billings, MT 59102		INSURERS AFFORDING COVERAGE INSURER A: Montana State Fund INSURER B: INSURER C: INSURER D: INSURER E:

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	031048770	07/01/10	07/01/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 All operations performed by the above insured.
 RE: Project: Swords Park Trail STPE 1099 (60)

CERTIFICATE HOLDER City of Billings Parks, Recreation and Public Lands 390 North 23th Street Billings, MT 59101	CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE John Roberts
--	--

IMPORTANT

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If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

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Appendix G

CERTIFICATE OF CONTRACTOR

I am a duly authorized representative of the firm of **Sanderson Stewart**, whose address is 1300 North Transtech Way, Billings, MT 59102 and I hereby certify as follows:

1. That neither the firm nor any person associated therewith in a management capacity:
 - a. has employed or retained for commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Agreement;
 - b. has agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or
 - c. has paid or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the Agreement; with no exceptions.
2. That neither the firm, nor any person who has critical influence on or substantial control in the firm, nor any person associated therewith in a management or supervisory capacity:
 - a. is currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any Federal agency or any agency of any State government;
 - b. has, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud; a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c. is currently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses listed in paragraph 2.b of this certification; or
 - d. has had one or more public transactions terminated for cause or default within a three-year period preceding this Agreement.
3. That to the best of my knowledge and belief:
 - a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement; and
 - b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a

Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

I acknowledge that this certificate is to be furnished to the City of Billings, State of Montana, Department of Transportation and the Federal Highway Administration, in connection with this Agreement involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Appendix H

CERTIFICATE OF THE CITY OF BILLINGS

I hereby certify that I am the Mayor of the City of Billings of the State of Montana, and that the above consulting firm, or his representatives, has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

- a. employ or retain, or agree to employ or retain, any firm or person, or
- b. pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind; with no exceptions.

I acknowledge that this certificate is to be furnished the Montana Department of Transportation and Federal Highway Administration in connection with this Agreement involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Mayor

Attachment I NOTICE TO CONTRACTOR

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

A. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

1. Compliance with Regulations: The Contractor shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations, Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even though only State funding is here involved.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination.
4. Information and Reports: Contractor will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Local Entity, MDT or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Local Entity, MDT or the FHWA as requested, setting forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, Local Entity or MDT may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
 - a. withholding payments to the Contractor under the Agreement until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions: Contractor will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Contractor will take such action with respect to any subcontract or procurement as the Local Entity, MDT or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Contractor may request the Local Entity to enter into the litigation to protect the interests of the Local Entity or State, and, in addition, the Contractor or the Local Entity may

request the United States to enter into such litigation to protect the interests of the United States.

B. COMPLIANCE WITH MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, 49-3-207, MCA

In accordance with Section 49-3-207, MCA, Contractor agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

C. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

1. Contractor will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.
2. Contractor will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: "The Contractor will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Contractor. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Contractor."
3. All video recordings produced and created under the Agreement will be closed-captioned.

D. COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR 26.

Each Agreement the Local Entity signs with a Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."