

# **Contract for Professional Architectural and Engineering Services**

## **Project: Empire Garage Utility Relocation Design and Engineering Services**

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In consideration of the mutual promises herein, City of Billings and CTA, 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 4 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 5 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 pages (Project Schedule);
- Appendix F consisting of 1 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. "Contractor" means CTA, Inc.

#### **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 Contractor shall provide as-built drawings on mylars and in digital 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 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 May 1, 2013.

Section 4. Compensation; Method of Payment. (Choose payment method A, B, or C)

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 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.

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: Chris Mallow, Parking Supervisor  
City of Billings  
Parking Division  
210 N. 27<sup>th</sup> Street  
Billings, Montana 59101

FAX: (406) 247-8608

Contractor:

[Redacted Contractor Information]

FAX: (xxx ) \_\_\_\_\_

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.

Section 3. 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 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:

Contractor: Pat White  
(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 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 7. Severability.

Any provision of this Contract decreed 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 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 10. 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 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

Contractor

\_\_\_\_\_  
Mayor

\_\_\_\_\_

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**  
**City of Billings ~ Empire Parking Garage Utility Relocation**  
**SCOPE OF WORK**

1. The Scope of Services, understandings, deliverables and exclusions are outlined below.

The process of meeting with utilities was initiated by the City and their Consultant Hulteng CCM, Inc. The initial work resulted in an understanding that utility relocation is a project in itself and this project was created as the result of that understanding. Consequently CTA will build upon what has been initiated.

- The overall project description is to design the underground relocation of above ground utilities and adjust and or relocate existing underground utilities within the alley corridor between Montana Avenue and 1<sup>st</sup> avenue North also lying between S. 27<sup>th</sup> Street extending east to approximately 100 feet east of S. 28<sup>th</sup> Street. The work will entail working with and coordinating the following utilities: Northwest Energy, Mid Rivers, Zayo, MDU, Century link, Integra, and Optimum. The City of Billings sewer and storm drainage systems also exist in the ally and may also be modified within this design project. Storm and Sewer Services will also be designed to serve the parking garage.
- CTA will meet with utilities, learn their criteria, requirements and coordinate with each utility whereby a common understanding and consensus is gained from each utility. With that consensus, common trench design to relocate utilities will be completed. Relocation may also result in modification to existing underground installations from some of the same utilities. We anticipate modification and service extensions to the proposed parking garage from the existing storm and sewer mains and that close coordination will be carried out with the City of Billings designated storm and sewer representative as well as the selected Empire Design Build firm. Design will also entail street crossings and associated curb gutter and sidewalk replacement due to the utility relocations. A temporary alley asphalt surface and final concrete alley surface will be designed with the temporary alley surface being replaced after structure demolition and new parking Garage construction is complete.

2. Understandings

- Utility specific engineering design will be accomplished by each utility and will include but not be limited to; wire sizes, cabinets / vaults, Glu-lam poles, conduit size and number, utility specific temporary design work critical to their utility maintaining operational status which shall be borne by the utility itself.
- The City shall provide all adjoining properties private sewer and storm drainage plans and or As-built plans and or records and all public sewer and storm drainage as-builts and or any plan data to CTA.
- Each utility shall provide all utility as-builts and or any plan data to CTA.
- The City of Billings will provide video tapping of the existing sewers and storm drains.
- City of Billings will provide a City elevation and coordinate datum to be used within our survey.
- The City of Billings will request permission from the geotechnical engineer currently under contract to allow the current report to be used in CTA specifications for this project. The assumption is made that the report addresses utility trenches, and asphalt

and concrete paving sections or will be amended to address those items. This item only addresses the initial borings adjacent to the alley

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### 3. Coordination

- CTA's role is to coordinate with each utility, the City of Billings and when needed the Design Build Team selected for the Empire Parking Garage. Through that coordination our plans will be developed by the coordinating efforts and with the consensus of the affected utilities. Time has been estimated to coordinate with utilities. Time allocations are an estimate and could be high or low. We will be as efficient as possible and anticipate affected utilities will be as efficient as well.
- Although we will be delivering a product in the form of plans, specification and bidding documents, the service being provided is an effort. That effort is in coordination, gaining consensus and leading all affected utilities in one direction with a common goal. Each utility has their requirements criteria, resources and limitation. That effort has been estimated within the coordination meetings and associated hours. Those estimated times for utility meetings are described below.

#### **Utility Meetings**

- Utilities include: Northwest Energy, Mid Rivers, Zayo, MDU, Century link, Integra, and Optimum.
- CTA will conduct three meetings total which will include all utilities in attendance. The meetings will be: 1) Pre-design meeting. After this meeting and with our understanding we will design the common trench. 2) Design Review meeting with utilities, 3, Construction Kickoff meeting. Meetings will be scheduled at CTA and will include follow-up meeting minutes.

#### **City of Billings Storm and Sewer Coordination**

- We anticipate three meetings with the City and the DB firm to discuss storm and sewer connections to the empire parking garage. From those meetings CTA and the City and DB firm will agree upon storm and sewer service connection locations to the parking garage. CTA will design the storm and sewer service stubs to the parking garage. Meetings will be scheduled at City offices on Montana and will include follow-up meeting minutes.

### 4. Deliverables

- CTA shall prepare construction documents including plans and specifications utilizing the City of Billings Standard Modifications to the Montana Public Works Standards Specifications (MPWSS) Plans will be produced at 22 x 34 and half size sets at 11 x 17.
  - a. Base mapping: Overall Site Survey extending from S. 27th Street to the North South alley between S. 28th Street and S 29th street which includes; both North South allies extending north approximately 75 feet from the east west alley, the Bank parking lots west of S. 28th street, the southern half of the parking lot north of the east west alley and east of S. 27th street, approximately 75 feet of the east side of S. 27th Street, approximately 100 feet of S 28th street and shall;

- Identify existing improvements.
- Identify existing underground utilities as located or as shown by provided As-built drawings Each Utilities existing plan will be transferred to our Drawings so all utilities know what each utility has currently installed. Additionally each utility will sign the plans stating that “to the best of their knowledge the information shown accurately depicts what is currently installed”. This process will be accomplished by meeting with and reviewing individual utilities to understand and depict the existing condition.
- Identify existing vertical utility support structures and schematically show which utilities are overhead as provided by utility companies.
- Existing grades will be shown by topographic contour lines and occasional spot elevations.

#### b. Civil and Utility Relocation Plans

- Demolition Plan
  - Identify existing surface improvements to be demolished and/or removed from site.
  - Limits of existing utilities to be removed
  - Identify existing improvements to be protected or preserved
- Paving and Surface Improvement Plans
  - Design surface treatments to match existing conditions.
  - Grading with design contours and spot elevations.
  - Final Alley concrete paving (requires parking garage DB coordination)
- Dry Utility Relocation plans for combined underground installation
  - Common utility trench Plan and Profile
  - Utility service plan locations to the Empire parking Garage, to within 5’ of the building (requires parking garage DB coordination)
  - Transition structure locations. Sizes provided by utilities.
- Wet Utilities
  - Storm and Sewer plan adjustments if needed
  - Plan and profiles
  - Storm and Sewer services plan for Empire Parking Garage to within 5’ of the proposed building (requires parking garage DB coordination)
- Detail Plans
  - Paving, asphalt and concrete, curbs and gutter, sidewalks, ramps
  - Trench details bedding backfill and concrete encasement
  - Dry Utility details, Vaults, Poles, etc., Utility engineering provided by others, shown by CTA
- Traffic Control Plans
  - Traffic Control plans for closing N. 28th Street
  - Traffic Control plans for closing the project block east/west and north/south alley
  - Traffic Control plans for closing portions of the alley west of N. 28th Street to maintain banking operations

- Storm water / Erosion Control Plan
  - Plan and details

Utility engineering for rerouting utility specific lines for temporary service and to maintain service during the relocation shall be prepared by each individual utility.

- c. Specifications: Written Specifications utilizing the 16 division format with City of Billings Standard modifications to the MPWSS. The specifications shall include bidding and construction documents with forms pertaining to Construction Administration. A typical table of contents is shown below at the end of this document.
- d. Easements: We anticipate two easements to accommodate specific utility engineered vertical structures, cabinets, or vaults installed that may require installation on private property outside the limits of the public alley right-of-way. CTA will prepare easement exhibit and description whereby the City or utility preparing the easement and document language. CTA will lead four hours of meetings between utilities and other interested parties. Excluded are any recording or similar fees.

#### 5. Bidding

- Bidding shall include; printing bidding sets, writing the invitation to bid, providing plans and specifications to plan centers electronically, conducting a pre-bid meeting, attending the bid opening, reviewing bids submitted and calling references if needed, preparing a bid tabulation, preparing a recommendation of award letter written to the City.

#### 6. Exclusions

- The following items are not included under the scope of services identified above:
  - a. Environmental site assessment, hazardous materials, or archeological and endangered species studies
  - b. Easement recording fees or similar fees
  - c. Review Fees
  - d. Permit fees
  - e. Bid advertising costs
  - f. Re-Bidding Costs
  - g. FEMA floodplain analysis
  - h. Change of zoning
  - i. City Council Presentations
  - j. Processing or Routing of Dig Permit
  - l. Permitting

#### 7. Construction Administration (Future)

- CTA recommends that following design and bidding we are retained to continue with the project through construction. We recommend CTA be retained for the Following construction administration services.
  - a. Construction administration
  - b. Construction staking
  - c. Construction inspection
  - d. As built survey and drawings

## Appendix B

### Methods and Times of Payment

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#### 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 due the Engineer upon receipt of the Engineer's pay estimate, said estimate being proportioned to the work completed by the Engineer.

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 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 prior to construction, Appendix A, the Engineer shall be paid based upon actual time accrued, but not to exceed the following amounts:

1. Project Management	\$ 3,330
2. Quality assurance / Quality Control Program	\$ 4,225
3. Base Mapping	\$ 10,560
4. Coordination	\$ 9,840
5. Design	\$ 26,425
6. Easement Exhibits and Descriptions	\$ 2,295
7. <u>Bidding</u>	<u>\$ 6,100</u>
Total	\$ 62,775

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 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 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 and hourly rates as shown in Appendix D have increased for all comparable clients.

## **Appendix C**

### **Additional Services of Engineer**

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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

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustments. 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.

#### Section 1. Professional Services.

	<u>Standard Rate</u>	<u>Overtime Rate</u>
A. Principal	\$ _____	\$ _____
B. Engineer/Scientist		
1. Sr. Project Manager III	\$ _____	\$ _____
2. Sr. Project Manager II	\$ _____	\$ _____
3. Sr. Project Manager I	\$ _____	\$ _____
4. Project Manager III	\$ _____	\$ _____
5. Project Manager II	\$ _____	\$ _____
6. Project Manager I	\$ _____	\$ _____
7. Project Engineer/Scientist II	\$ _____	\$ _____
8. Project Engineer/Scientist I	\$ _____	\$ _____
9. Staff Engineer	\$ _____	\$ _____
10. Engineer/Scientist Intern	\$ _____	\$ _____
C. Geologist		
1. Sr. Project Manager I, Geologist	\$ _____	\$ _____
2. Project Geologist II	\$ _____	\$ _____
D. Engineering Technician		
1. Sr. Engineering Technician II	\$ _____	\$ _____
2. Sr. Engineering Technician I	\$ _____	\$ _____
3. Engineering Technician	\$ _____	\$ _____
4. Technician III	\$ _____	\$ _____
5. Technician II	\$ _____	\$ _____
6. Technician I	\$ _____	\$ _____
7. Engineering Assistant	\$ _____	\$ _____

	<u>Standard Rate</u>	<u>Overtime Rate</u>
E. Clerical and Computer		
1. Printer	\$ _____	\$ _____
2. Administrative Coordinator II	\$ _____	\$ _____
3. Administrative Coordinator I	\$ _____	\$ _____
4. Secretary II	\$ _____	\$ _____
5. Secretary I	\$ _____	\$ _____
6. Clerical	\$ _____	\$ _____
7. Computer Services	\$ _____	\$ _____

Section 2. Surveying Services.

A. Survey Manager	\$ _____	\$ _____
B. Sr. Land Surveyor	\$ _____	\$ _____
C. Land Surveyor I	\$ _____	\$ _____
D. Land Surveyor II	\$ _____	\$ _____
E. Party Chief	\$ _____	\$ _____
F. Sr. Instrument Man	\$ _____	\$ _____
G. Instrument Man	\$ _____	\$ _____
H. Rodman, Chainman	\$ _____	\$ _____
I. Survey Crew		
1. 3-Man Crew	\$ _____	\$ _____
2. 2-Man Crew	\$ _____	\$ _____

Section 3. Equipment Rates.

A. Vehicle		
1. Larger of		\$ _____ /mile
2. or		\$ _____ /hour
B. ATV/Snowmobile		\$ _____ /day
C. Computer Equipment		
1. Engineering/Technical/CADD/GIS/Word Processing		\$ _____
2. CADD Plotter		
a. Bond		\$ _____
b. Vellum		\$ _____
c. Color		\$ _____
d. Mylar		\$ _____
3. Scanner		\$ _____
D. Electronic Distance Measuring		\$ _____
E. Total Station		\$ _____
F. Nuclear Densometer		\$ _____
G. GPS Equipment		\$ _____
H. RTK System		\$ _____

Section 4. Hydrologic Equipment

- A. Well Bailer 2" Stainless Steel \$ \_\_\_\_\_
- B. Well Bailer 4" PVC \$ \_\_\_\_\_
- C. Well Bailing Unit, Gas Powered \$ \_\_\_\_\_
- D. Combustible Gas Indicator, Explosimeter \$ \_\_\_\_\_
- E. Conductivity Meter \$ \_\_\_\_\_
- F. pH Meter \$ \_\_\_\_\_
- G. pH/Temp/Conductivity Meter \$ \_\_\_\_\_
- H. Photo-Ioniz. Detector (Hnu) \$ \_\_\_\_\_
- I. Dissolved Oxygen Meter \$ \_\_\_\_\_
- J. Turbidity Meter \$ \_\_\_\_\_
- K. Stream Flow Meter \$ \_\_\_\_\_
- L. Hermit Data Logger/Probe \$ \_\_\_\_\_
- M. Oil/Water Interface Well Probe \$ \_\_\_\_\_
- N. Well Probe, SINCO 300 feet \$ \_\_\_\_\_
- O. Well Probe, 500 ft with Temperature Sensor \$ \_\_\_\_\_
- P. Checkvalve Pump (Brainard-Kilman) \$ \_\_\_\_\_
- Q. Submersible Pump (Redi Flo 2) \$ \_\_\_\_\_

Section 5. Supplies, Office, Drafting, & Reproduction.

- A. Copier Reproduction (Reduced Rates for Volume Copying)
  - 1. Black & White Copy - \$\_\_\_\_\_per page
  - 2. Color – 8 1/2 x 11 - \$\_\_\_\_\_per page
  - 3. Color – 11 x 17 – R\_\_\_\_\_per page
- B. Prints (Blue, Black, Brownline) \$ \_\_\_\_\_
- C. Sepia \$ \_\_\_\_\_
- D. Clothback \$ \_\_\_\_\_
- E. Chartpak \$ \_\_\_\_\_
- F. Repro Mylar \$ \_\_\_\_\_
- G. Transparency \$ \_\_\_\_\_
- H. Drafting Film \$ \_\_\_\_\_
- I. Kroy \$ \_\_\_\_\_
- J. Prints (Presentation Paper) \$ \_\_\_\_\_
- K. Offset Printing \$ \_\_\_\_\_

Section 6. Field Supplies.

- A. Brass Caps – Studded \$ \_\_\_\_\_
- B. Brass Caps – Pipe 3' x 2" \$ \_\_\_\_\_
- C. Specialty Monuments \$ \_\_\_\_\_
- D. Lot Corners with Aluminum Caps \$ \_\_\_\_\_
- E. Lot Corners with Aluminum Caps \$ \_\_\_\_\_
- F. Lot Corners with Plastic Caps \$ \_\_\_\_\_
- G. Plastic Caps, Yellow \$ \_\_\_\_\_
- H. Rebar \$ \_\_\_\_\_

- I. Boundary Markers, Carsonite \$ \_\_\_\_\_
- J. Flagging \$ \_\_\_\_\_
- K. Paint \$ \_\_\_\_\_
- L. Aerial Target Material \$ \_\_\_\_\_
- M. Hubs
  - 1. 2x2x6 Square (Hub 06-2) \$ \_\_\_\_\_
  - 2. 2x2x10 Wedge (Hub 10-BT) \$ \_\_\_\_\_
- N. Lath
  - 1. 24" \$ \_\_\_\_\_
  - 2. 36" \$ \_\_\_\_\_
  - 3. 48" \$ \_\_\_\_\_
- O. Stakes \$ \_\_\_\_\_
- P. Nail, 60d \$ \_\_\_\_\_
- Q. Personal Protection Gear
  - 1. Level C \$ \_\_\_\_\_
  - 2. Level C1 \$ \_\_\_\_\_
  - 3. Level C2 \$ \_\_\_\_\_
  - 4. Level D \$ \_\_\_\_\_
  - 5. Level D1 \$ \_\_\_\_\_
- R. Soil Sampling Disposables \$ \_\_\_\_\_
- S. Water Sampling Disposables \$ \_\_\_\_\_

Section 7. Materials Testing

- A. Soils
  - 1. Proctor Method A \$ \_\_\_\_\_
  - 2. Method B, C, or D \$ \_\_\_\_\_
  - 3. One Point Check \$ \_\_\_\_\_
  - 4. Clay Sample Prep \$ \_\_\_\_\_
  - 5. Course Agg. Prep \$ \_\_\_\_\_
  - 6. Atterberg Limits, LL & PL \$ \_\_\_\_\_
  - 7. Hydrometer w/Gravel \$ \_\_\_\_\_
  - 8. Organic Content \$ \_\_\_\_\_
  - 9. Specific Gravity \$ \_\_\_\_\_
- B. Aggregates
  - 1. Sieve Analysis (+#4 dry, -#4 washed) \$ \_\_\_\_\_
  - 2. Sieve Analysis (Full Wash) \$ \_\_\_\_\_
  - 3. Sieve Analysis (Sand Only) \$ \_\_\_\_\_
  - 4. Sieve Analysis (3" Minus Full Wash) \$ \_\_\_\_\_
  - 5. Specific Gravity and Absorption (Course) \$ \_\_\_\_\_
  - 6. Specific Gravity and Absorption (Fine) \$ \_\_\_\_\_
  - 7. Percent Crushed (Fractured Faces) \$ \_\_\_\_\_
  - 8. LA Abrasion \$ \_\_\_\_\_
- C. Concrete
  - 1. Cylinder Cure, Cap, Test \$ \_\_\_\_\_
  - 2. Cylinder Cure & Handle Spares \$ \_\_\_\_\_
  - 3. Cylinder Mold \$ \_\_\_\_\_
  - 4. Mortar Mold \$ \_\_\_\_\_

- 5. Prism Break \$ \_\_\_\_\_
- 6. Grout Prism Break \$ \_\_\_\_\_
- 7. Unit Weight \$ \_\_\_\_\_
- D. Bituminous
  - 1. Bituminous Extraction & Gradation \$ \_\_\_\_\_
  - 2. Bituminous Extraction \$ \_\_\_\_\_
  - 3. Marshall Density, Stability, & Flow \$ \_\_\_\_\_
  - 4. Marshall Compaction and Density \$ \_\_\_\_\_
  - 5. Maximum Specific Gravity & Voids Analysis \$ \_\_\_\_\_
  - 6. Thickness & Density of Cores, Each \$ \_\_\_\_\_
  - 7. Coring Machine Including Technician \$ \_\_\_\_\_

Section 8. Miscellaneous Expenses

- A. Lodging \$ \_\_\_\_\_
- B. Meals \$ \_\_\_\_\_
- C. Telephone \$ \_\_\_\_\_
- D. Fax \$ \_\_\_\_\_

Section 9. Materials and Other Direct Costs.

Materials and other direct costs will be invoiced at current rates, plus a ten percent (10%) handling fee. Included as direct costs are the following:

- A. Approved Employee Meals, Lodging, Transportation
- B. Premium Delivery Service (UPS, Federal Express, etc.)
- C. Toll Communication Services (Telephone, Fax, etc.)
- D. Supplies
- E. Premiums for Special Insurance, Performance Bonds, etc.
- F. Other Out-of-Pocket Expenses
- G. Consultants

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

## Appendix E

### Project Schedule

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

C. Public Meetings

1. First Meeting –
2. Second Meeting –
3. Final Meeting –

D. Submittals and Meetings

1. Preliminary Design Report –
2. Design Report –
3. City Council Meeting –

E. Final Design –

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.

Appendix F

**Certificate(s) of Insurance**

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(Attach Certificate(s) of Insurance)