

# Contract for Professional Architectural and Engineering Services

Project Landfill Master Plan

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

- Part I, consisting of 15 Sections of Special Provisions;
- Part II, consisting of 11 Sections of General Provisions;
- Appendix A consisting of 8 pages (Basic Services of Contractor);
- Appendix B consisting of 1 pages (Methods and Times of Payment);
- Appendix C consisting of 1 pages (Additional Services of Contractor);
- Appendix D consisting of 1 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 pages (Project Schedule);
- Appendix F consisting of 7 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 HDR Engineering, 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 Section 4.
- 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.

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, 2019.

Section 4. Compensation; Method of Payment.

- A. Subject to the Contractor's satisfactory performance, Billings shall pay the Contractor no more than One Hundred Fourteen Thousand and no/100 dollars (\$114,000.00) in accordance with this Section and Appendix B.
- B. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the 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.
- C. The Contractor is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
- D. 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: Vester Wilson  
City of Billings  
Solid Waste Division  
4848 Midland Road  
Billings, Montana 59102

FAX: (406) 237-8626

Contractor: Tim Erickson, PE

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.
- F. The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

### 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: Jared Harris, Amanda McInnis, or Authorized Signatory

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.



## Appendix A

### Basic Services of Engineer City of Billings – Landfill Master Plan Update

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#### Section 1. Engineer's Rights and Duties.

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

Section 2. Billings Rights and Duties.

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

Section 3. Scope of Work.

The project consists of engineering services for the planning, evaluation, and design for the City of Billings – Landfill Master Plan Update.

The purpose of the project is to update the 2006 Landfill Master Plan by incorporating existing changes to the landfill operation, integrate the Landfill Drop-Off Facility, optimizing the life of the landfill asset and to provide a clear and efficient vision for the management of the landfill site.

The scope of work is summarized below.

- The following components make up a core part of the plan development and will be key areas of evaluation and discussion.
  - Optimization of site development – phasing and sequencing
  - Management of storm water
  - Management of soil
  - Phasing and sequencing of landfill gas collection and control system to maximize collection efficiencies
  - Integration of the Landfill Drop-Off Facility
  - Access roads
  - Constructability of cell tie-ins and leachate collection system
  - Future plans for special waste areas
  - Updated Class IV area master plan
  - Montana DEQ approval

Items not included in scope of work:

- Construction documents
- Full landfill gas collection and control system design

**DETAILED SCOPE OF SERVICES**

The scope of services that will be utilized on the Landfill Master Plan Update project is presented in the summaries for Tasks 100 through 600. The scope of services is organized as follows:

<u>Task Series</u>	<u>Description</u>
100	Project Initiation, Coordination, and Management
200	Landfill Options Evaluation
300	Landfill Master Plan

## **TASK SERIES 100 – PROJECT INITIATION, COORDINATION, AND MANAGEMENT**

### **101 – Project Initiation**

The purpose of this task is to kick off the project externally and internally. A project management plan (PMP) and all the support paperwork will be developed for all team members to have available to understand the project, the project team, and the project requirements. The PMP is updated with significant changes in the project.

### **102 – Project Kick-Off Meeting**

Consultant will schedule and facilitate a project kick-off meeting within the first three (3) weeks of receiving the notice to proceed. The meeting will cover both technical and administrative project issues with key team members participating either in person or via phone. The project kick-off meeting will include:

- Introduction of team members, areas of responsibility, and lines of communication.
- Summarize project scope for each task, schedules, and key issues.
- Develop list of priority information requirements from the City, including dates information is needed.
- Identification of existing reports and data relevant to future landfill development planning and existing site operations.
- Identification of major data gaps.
- Review of site history and institutional issues or decisions that could affect development and use of site.
- Brainstorm as a group on potential options to handle leachate, storm water, soil management, operations, and other facility programs.
- Complete an exercise to gain understanding of short and long-term visions of individual City Solid Waste staff.
- Discuss integration of Landfill Drop-Off Facility.

Consultant will submit an agenda for review in advance of the meeting and will provide meeting notes highlighting decisions, action items, and key outcomes of the meeting to the City for review and approval.

Prior to the kickoff meeting, an initial prioritized list of required data and information will be developed and submitted to the City. The intent is to collect and review relevant literature, programs, and studies done for and/or by the City prior to the kickoff meeting. Additional requests will be submitted well in advance of the dates that data are needed.

### **Deliverables:**

- Meeting with City, agenda and meeting minutes.

### **103 – Project Management**

As part of this task, the Engineer's Project Manager will lead coordination of the project team with the City as well as supervise the project team. Project Manager and Accountant will monitor project status, maintain project schedule and prepare financial documents.

#### **Deliverables:**

- Monthly Invoices
- Project Status Reports

### **104 – Project Meetings**

Following the kick-off meeting, Consultant will meet with key City individuals to discuss their experiences with the current facility and thoughts on future enhancements. The scope of interviews will focus on collecting data related to technical and institutional knowledge. Interviews would include City staff and be focused on understanding current operations and programs, site challenges, goals of site improvements, if any, and rationale for historic design or site layout decisions.

Attend project review meetings with City Solid Waste Staff.

- Participate in up to 4 review meetings to review technical evaluations and draft landfill master plan
  - In-person design meetings will include Project Manager and up to two other project engineers.
  - Conference call/video conference for review meetings to be attended by Project Manager and up to one project engineer.
- Participate in monthly (or as needed) project status meetings between HDR Project Manager and Solid Waste Superintendent.

#### **Deliverables:**

- Meeting agendas
- Requests for information
- Meeting notes, including decisions, action items, interview notes, and key outcomes

#### **Key Understandings:**

- Kick-off meeting and staff interviews will occur on the same day.
- City will provide existing master plan, permit and as-recorded documents for the landfill in electronic format.
- City will provide a current topographic survey of the site and tonnage and leachate data.

## **TASK SERIES 200 – LANDFILL OPTIONS EVALUATION**

To establish a firm basis for the evaluation, planning, and programming process by collecting and analyzing necessary data. This task will provide a comprehensive technical review of existing landfill operations and establish an understating of site improvements, operational goals for the landfill, and integration of the Landfill Drop-Off Facility.

### **201 – Cell Phasing Alternatives**

Prepare a technical evaluation of cell phasing alternatives based on site-specific considerations and technologies appropriate to the landfill site.

- Identify sequences of cell construction based on base grades, planned tonnages, access, storm water control, and constructability.
- Evaluate the appropriate site development (e.g., liner construction, filling progression, groundwater control, special waste areas, monitoring well sequencing, storm water control, capping, landfill gas collection) based on site-specific considerations and technologies.
- Utilize City's existing gas generation model that reflects current and future (estimated) waste receipts to develop a collection system master plan based on the landfill construction sequence. Layout sheets will identify general configuration of the piping system corresponding to each phase of landfill construction and will include interim and final construction features (gas collectors, headers, sumps, etc.). Preliminary analyses will be conducted for interim and final collection system pipe sizes as required.
- Based on landfill site development and capping sequence, develop a soils management plan. Where appropriate, a preliminary plan of soil excavation and storage sequencing activities will be developed; this will be prepared to avoid conflicts with future landfill development.
- Evaluate the appropriate site development (e.g., cell construction, filling progression, groundwater control, storm water control, capping) for the Class IV disposal area based on site-specific considerations and technologies.
- Prepare a consolidated (1 page) summary of resulting site volumes, site life estimate updates, and soil balance by phase.

## **202 – Leachate Management**

Prepare a technical evaluation of the appropriate leachate management options addressing future collection and handling needs.

- Leachate estimate from closure sequencing will be used as inputs to the USEPA HELP model to estimate leachate generation rates over the site life.
- Utilize existing and estimated leachate quantities to estimate future storage capacity requirements and to aid in evaluating disposal/utilization options.
- Evaluate location(s) for on-site storage.
- Develop concepts for minimizing leachate through construction practices and operations.

### **Deliverables:**

- Cell phasing, filling and capping technical memorandum
- Leachate management technical memorandum
- Soil management technical memorandum
- Intermediate and long-term storm water management and facility access road technical memorandum

## **203 – Integration of Landfill Drop-Off Facility**

Prepare a technical evaluation of the integration of the future Landfill Drop-Off Facility and its associated impacts to the landfill footprint and future landfill operations.

- Identify space allocation requirements for landfilling with the layout of the future Landfill Drop-Off Facility. This will focus inserting the facility layout including access roads, queuing, traffic flow, scale house and scales, and waste management areas

and compare those spatial requirements with the existing permitted waste limits of the landfill.

- Determine adequate spatial requirements for landfill perimeter access roads, environmental compliance monitoring wells, interim storm water controls, anchor trenches, final cover tie-in requirements, final storm water controls, landfill gas appurtenances, and buffers/screening, if any.

**Deliverables:**

- Landfill Drop-Off Facility integration technical memorandum

**Key Understandings:**

- City will provide input on operating preferences such as access points, road base materials, leachate management, soil management, and points of filling.
- City will provide input on MSW generation rates and in-place densities including future plans to the landfill that will impact site life projections.
- A Gas Collection and Control System (GCCS) Plan is not included in this plan. Preliminary analyses and layouts are for planning purposes only and are not considered for permitting or construction.
- Storm water calculations will be prepared to determine spatial needs of interim control measures as landfill progresses and final build out.

**TASK SERIES 300 – LANDFILL MASTER PLAN**

Utilize information compiled in prior tasks and to work with the City to prepare an updated landfill master plan. The landfill master plan will serve as a guidance, management, and permitting tool and will contain short- and long-term information on design adequacy, cell configuration, expansion plans for various systems and approaches to construction and operation.

**301 – Basis of Master Plan**

Prepare a basis of master plan by providing a summary of the selected options, strategies, and plans reflecting prior decisions in Task 200 related to site optimization, cell phasing, leachate management, and soil management.

Prepare development drawings that will depict existing and proposed topography with controls at appropriate intervals for the entire landfill area including intermediate phases of construction along with the Landfill Drop-Off Facility. Drawings will illustrate drainage patterns, surface structures and drainage terraces with associated let-down structures, sediment control and basin holdings. The general configuration or arrangement for all cells/areas will be illustrated, and typical plan views will be developed for each cell/area or group of areas. The cell development plan will illustrate the sequential development of cells/areas with respect to time.

Proposed borrow areas will be identified and illustrated on the development drawings and a soil balance will be provided for the landfill.

The internal roadway system configuration will show haul roads for each cell/area or groups of areas, and for access to on-site facilities. The configuration of these roadways will consider both the type of vehicular traffic, and traffic flow patterns into, around and out of the site.

Closure sequence will be developed to show the relationship between future landfill cells, common fill areas, and the sequence of closure based on soil balance and overall timing of fill operations.

Drawings will be used to define overall drainage and storm water management strategy, on-site features including ponds and coordination with other site features.

Consultant will summarize soil excavation and storage sequencing based on options from Task 200. The soil balance along with an overall schedule of development will reflect both the quantity and timing of soil excavation as well as targets for placement if there is excess soil that must be stored.

Based on evaluations and data compiled in Task 200, Consultant will summarize leachate generation and management/storage requirements and identify location(s) for leachate management features. This will include scheduling or required leachate management features for budget planning and space allocation.

Prepare schedule of actions for implementation of various cells/areas and ancillary actions necessary for full development of the landfill site. This schedule would identify approximate time frames for new cells, area development, installation of environmental controls, capping, leachate management, and access roads.

### **302 – Landfill Master Plan Update**

Consultant will incorporate items described in this task and other tasks into a draft landfill master plan including updates to the Class IV disposal area master plan. The draft plan will include a compilation of recommendations, implementation strategy/key actions, schedule, drawings and figures illustrating construction phasing/sequencing. Additionally the draft landfill master plan will include a summary of the various technical analyses and conclusions completed during project work. Upon City review, Consultant will further refine the landfill master plan and information to be presented in the final landfill master plan.

The final landfill master plan will provide the City information and justification including verbiage, mapping, diagrams, and tables to convey results and rationale for decisions made during the planning process. Elements of the master plan will be prioritized and organized into a phasing plan with associated development schedule and time frames. Short-term (present to 5 years) designs completed for the master plan will be of sufficient detail to use in future permitting actions and as the basis for future development of construction documents. Long-term (5 years to 30 years) designs will be conceptual in detail and, while suitable for use in solid waste operating permit applications, will not be intended for use as permitting or construction documents.

Opinions of capital costs will be provided for each element of the master plan. Opinions of capital cost will be combined with the development implementation schedule to produce a comprehensive capital outlay schedule for each aspect identified in the master plan.

Following submission and incorporation of City comments, Consultant shall prepare the final landfill master plan.

The current landfill operates under an existing permit issued by the Montana DEQ. As part of the development of the landfill master plan update, changes to the existing master plan are anticipated thus requiring review by the Montana DEQ. Consultant shall assist the City with

submittal of the final landfill master plan to the Montana DEQ and address comments as necessary.

**Deliverables:**

- Draft and final landfill master plan.
- Montana DEQ correspondence.

**Key Understandings:**

- The draft landfill master plan will be submitted to the City for review in electronic format prior to a review meeting.
- The final landfill master plan will be provided to the City in both electronic and hard copy format (3 hard copies).
- Efforts in this task will focus on refining, compiling, and summarizing information prepared in prior tasks.
- All drawings are considered to be prepared at conceptual level and are not for construction regarding cell construction. Filling and intermediate grades shall be developed in CAD format capable for use in GPS-equipped heavy equipment (for operations).
- Engineer's opinion of probable capital cost will be developed using HDR's database of unit price construction costs for landfill projects in the past several years, or RS Means data when recent pricing is not available.
- Revisions to existing permit documents are not included with the Montana DEQ submittal. Permitting efforts are limited to the master plan only. If revisions to the existing permit documents are required, an additional scope and fee can be provided.

## Appendix B

### Methods and Times of Payment City of Billings Landfill Master Plan

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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 five percent (5%) from each monthly pay estimate to be held until the completion of the final scope of work. The final payment shall be made only after acceptance of final documents by Billings, and determination that the scope of work has been satisfactorily completed.

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

1. Project Initiation, Coordination and Management	\$29,320
2. Landfill Options Evaluation	\$48,090
3. Landfill Master Plan	\$36,590
	<hr/>
	\$114,000

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 based on a negotiated fee.

#### Section 3. Corrections.

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

#### Section 4. Fee Increases

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

## **Appendix C**

### **Additional Services of Engineer City of Billings Landfill Master Plan**

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

- A. Requests made or conditions identified which are beyond the scope and intent of the services identified under Appendix A.

## **Appendix D**

### **Schedule of Professional Fees City of Billings Landfill Master Plan**

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Not used on this Contract.

## **Appendix E**

### **Project Schedule City of Billings Landfill Master Plan**

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Based on a notice to proceed by Billings dated no later than June 12, 2018, the completion date for the Engineer's work shall be:

A. Landfill Options Evaluation – September 2018

B. Landfill Master Plan – December 2018

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.

Based on the results of the Alternatives Analysis, Engineer will reassess remainder of project schedule and revise accordingly with City's concurrence.

## **Appendix F**

### **Certificate(s) of Insurance City of Billings Landfill Master Plan**

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(Attach Certificate(s) of Insurance)



# CERTIFICATE OF LIABILITY INSURANCE

6/1/2018

DATE (MM/DD/YYYY)

3/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> PHONE: (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 1429586 HDR ENGINEERING, INC. 8404 INDIAN HILLS DRIVE OMAHA NE 68114-4049	<b>INSURER A:</b> Lexington Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** \*HDRIN01 **CERTIFICATE NUMBER:** 15296725 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER:		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEO <input type="checkbox"/> RETENTIONS \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ XXXXXXXX E L DISEASE - EA EMPLOYEE \$ XXXXXXXX E L DISEASE - POLICY LIMIT \$ XXXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N N	061853691	6/1/2017	6/1/2018	PER CLAIM: \$1,500,000 AGGREGATE: \$1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 CITY OF BILLINGS PROJECTS WITH HDR

**CERTIFICATE HOLDER**

**15296725**  
 City of Billings, Montana  
 Attention: Dave Mumford  
 2224 Montana Avenue  
 Billings MN 59101-2418

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*James M. Agnello*

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
<b>Any person or organization with whom you have agreed, through written contract, agreement or permit to provide additional insured coverage.</b>	
<b>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</b>	

POLICY NUMBER: TB2-641-444950-037

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<b>Name Of Person Or Organization: As required by written contract or agreement</b>
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**Effective June 1, 2017 HDR will have two separate insurance brokers.**

**Lockton will remain HDR's insurance broker for professional liability only.**

**Willis Towers Watson will be HDR's new broker for:**

- 1. General Liability**
- 2. Automobile Liability**
- 3. Workers Compensation**
- 4. Property/Equipment**

**If professional liability is required by the contract documents provided in the insurance request, we will forward the information to Lockton for processing.**

**Please direct all questions regarding certificates of insurance to HDR's insurance manager, Matthew Peterson by email at [MPeterson@HDRInc.com](mailto:MPeterson@HDRInc.com) or by phone at (402)399-1499.**

**Regards,**

**Willis Towers Watson Certificate Center**

**Phone: 877-945-7378**

**Fax: 888-467-2378**

**Email: [certificates@willis.com](mailto:certificates@willis.com)**