

Contract for Professional Architectural and Engineering Services

W.O. 18-15 Voelker Pump Station Improvements and Staples Generator

In consideration of the mutual promises herein, City of Billings and Morrison-Maierle, 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 7 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 4 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 pages (Project Schedule);
- Appendix F consisting of 22 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 Morrison-Maierle, 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 Engineer shall provide as-built drawings 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. Requirements for submitting as constructed documents of completed Private Contracts, Work Orders, Special Improvement Districts and Site plans involving any City of Billings infrastructure: a point file; 1 (*.asc, *.txt, comma delimited; point number, northing, easting, elevation and description) / 2 (*.csv, with headings for; point number, northing, easting, elevation and description), with northings and eastings to the nearest tenth of a foot, elevations to the nearest hundredth of a foot, representing new, updated or relocated City of Billings infrastructure features such as, but not limited to Sanitary Sewer Manholes, Storm Drain Manholes, Water Valves, Water Bends, Signals, Street Light, etc., in the coordinates of Montana State Plane, Zone 2500 using NAD83(2011), Horizontal and NAVD88 Vertical, Horizontal units and Vertical units will be International feet, one half size paper copy to scale, one full size paper copy to scale, two CD's or DVD's with PDF files being half size to scale and full size to scale and AutoCAD DWG files as-constructed / as-built, Version 2016, or equivalent.

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, 2021.

Section 4. Compensation; Method of Payment.

- A. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Contractor shall present a bill to the Administrator describing the Work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Contractor's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Contractor within 30 days of receiving an acceptable invoice.
- B. The Contractor is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
- C. As a condition of payment, the Contractor shall have paid all City taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

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

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

Section 6. Duties Upon Termination

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

Section 7. Insurance.

- A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract,

the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.

B. The Contractor shall provide the following insurance:

1. Workers' compensation and employer's liability coverage as required by Montana law.
2. Commercial general liability, including contractual and personal injury coverage's -- \$1,500,000 per occurrence.
3. Commercial automobile liability -- \$1,500,000 per accident.
4. Professional liability in the amount of \$1,500,000 per claim.

C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.

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

Section 8. Assignments.

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

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

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

and the original Contractor's or subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

Section 10. Notices.

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

Billings: Debi Meling, PE
City of Billings
Public Works - Engineering
2224 Montana Avenue
Billings, Montana 59101 FAX: (406) 237-6291

Contractor: Morrison Maierle, Inc.
Carl Anderson, PE
315 North 25th Street, Suite 102
Billings, Montana 59101 FAX: (406) 237-1201

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: President or Vice President
(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.

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.

Billings shall indemnify, defend, save, and hold the Contractor 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 Billings or any agent, employee or subcontractor as a result of Billings' or any subcontractor's performance pursuant to this Contract.

Billings shall not indemnify, defend, save and hold the Contractor 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 the Contractor occurring during the course of or as a result of the performance of the Contract.

Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Contractor, Billings shall indemnify, defend, save, and hold the Contractor 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 Billings' or any subcontractor's wrongful or negligent acts occurring as a result from Billings' 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

City Council or Designee

Morrison-Maierle, Inc.

Date: _____

Name: _____

Title: Vice President

Date: _____

ATTEST:

IRS Tax ID # 81-0217149

City Clerk

APPROVED AS TO FORM:

Date: _____

By _____

BRENT BROOKS, City Attorney

STATE OF MONTANA)
 :ss.
COUNTY OF YELLOWSTONE)

On this ____ day of _____, 2019, 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 if Federal funds are used.

Appendix A

Basic Services of Engineer

Section 1. Engineer's Rights and Duties.

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

- J. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Kurtis DeShaw, P.E., working under the Principal-in-Charge, Carl Anderson, P.E.

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 Ken Ard, P.E.

Section 3. Scope of Work.

The project consists of engineering services for the preliminary evaluation, alternatives analysis, design, bidding phases, and construction for the City of Billings W.O. 18-15 – Voelker Pump Station Improvements and Staples Generator.

The purpose of the project is to design and perform construction administration for pump station improvements to Voelker Pump Station (consisting of a new pump, VFD, motor control cabinet, piping and valves, and a flow meter and vault) and to Staple Pump Station (consisting of an addition of approximately 18'x30' to match the existing building for the relocation of an 800 kW Generator from the WRF).

The scope of work is summarized below.

TASK 00 - PROJECT MANAGEMENT

Project management for the design and construction phases will include all project coordination between the City and the consultant team members. This management task includes communication of ideas, questions, and issues to ensure the design encompasses the input from the project personnel for both the City and Morrison-Maierle. Project management also includes the effort necessary to control the quality, schedule, and budget of the project.

TASK 31 – DESIGN SURVEY

A design survey will be conducted on the City-owned parcels on which the existing Voelker Pump Station and Staples Pump Station lie. Survey will include utility locations as located by Montana One Call and applicable public/private utilities, property lines, structures, and all other information needed for design of the new addition to Staples Pump Station and for the installation of a flow meter and vault outside of Voelker Pump Station.

Survey inside the Voelker Pump Station will only include photographs and key measurements. No 3D scan or similar survey will take place unless requested by the Owner or if the record drawings and measurements taken in the field do not match.

The horizontal and vertical datums for this project shall be coordinated with the datums used by the City.

TASK 32 – CONSTRUCTION SURVEY

Provide personnel, equipment, and supplies for setting control at Staples Pump Station and Voelker Pump Station. Construction layout shall include setting control for Staples Pump Station and horizontal staking of the flow meter at Voelker Pump Station.

TASK 39 – GEOTECHNICAL EVALUATION

A geotechnical evaluation of the pump station sites will be completed. A sufficient number of borings will be completed at the new pump station site and will be used to compile the geotechnical information needed to ascertain the soil and groundwater conditions that will be reasonably expected during construction. Test results will include information needed to design the pump station addition foundation (Staples) and water meter (Voelker). Also, soil information necessary for structural calculations of the pump station and recommendations for fill material and compaction will be provided. The information will be used in the design as well as provided in the contract documents. Design geotechnical work will include one (1) 15' deep soil boring at both Staples and Voelker Pump Stations. Quality assurance density tests, proctors, and concrete testing are included in the construction materials testing scope up to \$4,000. Since actual geotechnical testing fees may vary based on the contractors means and methods, the Engineer shall notify the City immediately if the budget is exceeded.

TASK 40 – PRELIMINARY AND FINAL DESIGN

The following work will be performed under this task:

- Prepare preliminary plans at 60% complete for review by the City. An electronic file (PDF) of each review set will be provided to the City for review. In addition one (1) 22"x34" copy and one (1) 11"x17" copies of 60% plans will be provided to the City.
- Coordinate with permitting agencies and public/private utilities, including MDEQ.
- Assist City with application(s) for all required permits (City Building permits, DEQ, etc.). City will pay respective permitting fees directly. City or construction Contractor will pay Building permit fees.
- Hold separate review meetings to review 60%, and 90% submittals with City staff before development of next stage plan documents.
- Perform field review(s) with City and other agencies.
- Develop 90% plans, specifications, quantity summaries, and estimate of probable cost for final review by City staff. Engineer will meet with City staff to review 90% comments. One (1) 22"x34" copy and two (2) 11"x17" copies will be provided to the City, as well as an electronic file (PDF).

- Seal and sign all final plans, specifications, submitted calculations, and reports with the seal of the Montana licensed Professional Engineer in responsible charge of the work.
- Submit plans and specifications to Montana Department of Environmental Quality for review and approval. Coordinate with MDEQ on any follow-up comments/requirements.

The following list describes the criteria used to develop the scope of services and fee estimate.

- The City will pay all DEQ review permit fees directly.
- The City or construction Contractor will pay all building permit fees.

Staples Pump Station

- The structural, mechanical, electrical, and architectural design will be based on an addition to Staples approximately 18'x30' in size. It shall consist of a single room for the generator and no additional rooms.
- The controls will be designed by the Engineer.
- The City will integrate improvements into the City of Billings system.
- This scope includes determining if a new electrical service to the site is required, and if it is, coordination with the utility for the new service. The City shall pay all costs associated with a new service.
- Design of electrical improvements to allow for relocation of the 800 kW genset from the WRF is included in the design. This scope includes design for modifications to the generator to convert it to an indoor generator.
- Site work, including a gravel/geocell access will be included in this design
- Architectural design shall match existing building

Voelker Pump Station

- Hydraulic and electrical design is included for selection of one pump and associated VFD.
- The controls and MCC layout shall be designed by the Engineer.
- The City will integrate improvements into the City of Billings system.
- A mechanical evaluation will occur to verify that louvers/fans/HVAC is adequate for a larger pump, motor, and electrical. However, no design is included in the scope if the mechanical is undersized.
- A flow meter shall be designed to be in a vault exterior to the building.
- Analysis of the existing control valves and suction fittings shall occur. Design of modifications to these will be included, if required.
- Sitework will include restoration to existing conditions (e.g. grass).

Bidding services will be provided as follows:

- Furnish contract plans and specifications in sufficient number for bidding and contracting the project. It is anticipated that fifteen (15) 11"x17" copies will be required. More will be printed as needed. Payment for additional sets will be covered by the bid deposits for the drawings and project manuals. City will work with Engineer to set bid deposit amount.

- Provide bid advertisement text to City for publication. Submission of the advertisement to publications and the cost for advertising will be responsibility of the City.
- Maintain a plan holders' list.
- Answer prospective bidders' questions in regard to the project.
- Schedule and hold a pre-bid conference with interested contractors and suppliers. Publish any necessary addenda. Conduct pre-bid field review with Contractors, if necessary.
- Prepare and distribute addendums as necessary.
- Attend bid opening, analyze bid proposals, publish a bid tabulation, and make recommendations on awarding a construction contract.
- Prepare four (4) copies of construction contract documents.
- Plan sales will be credited to this task of the project.

TASK 50 – CONSTRUCTION ADMINISTRATION

Construction administration will include the following tasks:

- Coordinate appropriate quality assurance testing of materials intended for incorporation into the project and require documentation of testing results.
- Provide review of construction to observe that the Contractor's work is in general compliance with the drawings, specifications, and other applicable documents, codes or standards. Review of work shall be made on a full-time basis while any major item of work is in progress. Major items of work shall include, but not be limited to, water main installation; subgrade preparation; gravel base course preparation; concrete pouring and finishing; and all piping and buried structural construction for the pump station. The Engineer shall provide a minimum of 48 hours notice for Billings personnel when specific inspections or testing require their presence on the project. Each daily review shall be documented in permanent reproducible form and kept in consecutive order with the project file. Copies of the daily review reports shall be furnished to Billings as requested during construction. Engineer will notify Billings immediately of contract problems or deviation from approved plans.
- Coordinate and administer bi-weekly (or as needed) progress meetings.
- This scope includes one (1) resident project representative (RPR) for the following time frames:
 - Staples Pump Station – Construction is anticipated to be a 70 calendar day contract. This scope includes one (1) week of full time inspection, nine (9) weeks of half time inspection, and approximately 10 hours for initiation and punch list items (230 total hours).
 - Voelker Pump Station – Construction is anticipated to be a 45 calendar day contract. This scope includes one (1) week of full time inspection, five and a half (5.5) weeks of half time inspection, and approximately 10 hours for initiation and punch list items (160 total hours).
- Interpret geotechnical test results and recommendations and coordinate with field observations.
- The Engineer shall record the location and depth, where available, of all underground utilities.

- Review the construction operations, prior to the start of work. Engineer shall ascertain that the Contractor has all needed permits to accomplish his work during construction.
- Review shop drawings, samples, equipment, concrete mix design, aggregate, and other data submitted by the Contractor for compliance with drawings and specifications.
- Evaluate and respond to Requests for Information (RFI) from Contractor.
- Prepare change orders.
- Prepare monthly pay estimates and final pay estimates for construction and prepare contract administration forms on a monthly basis. These will be submitted in Billings' approved format.
- Engineer shall provide City with geotechnical testing reports after construction.
- Issue notice to the Contractor to suspend work in whole or part when, in the opinion of the Engineer, and when directed by the Owner, work is not being, or cannot be performed in accordance with the contract documents and specifications.
- Contact the City for any proposed plan or specification changes when required due to initial design and engineering deficiencies in order to complete the project in its original concept. Plan and specification changes shall be prepared by the design engineer and implemented via change order.
- Prepare and recommend field orders and change orders when necessary due to conditions encountered during construction. Any work resulting in contract overage will be processed by approved change orders using Billings' standard format.

TASK 60 – CLOSEOUT

Closeout services will be provided as follows:

- Following receipt of red-lined drawings from the general contractor and any review comments from Billings, make necessary changes and furnish Billings with record drawings as indicated in Section 2D of Part I of this contract. Record drawings shall include, but not be limited to:
 - Elevations indicating the depth of bury of critical pump station elevations (including, but not limited to water main inverts into the pump station, pump station elevations, and water main connection elevations).
 - All above elevations shall be referenced to a permanent benchmark elevation – clearly shown on the plans.
 - Record drawings and are due within 60 days of Contractor's final payment and before final payment to the Engineer.
- Provide one (1) CD and/or flash drive with Contractor's submittals.
- Schedule and make final inspection with Billings and certify to Billings all construction items were constructed in general accordance with to plans and specifications and are acceptable to the Engineer.
- Issue Certificate of Substantial Completion.
- Schedule and make an inspection with Billings prior to the expiration of construction warranty period and provide a certification of final acceptance. If any problems are found, send a list of deficiencies to Billings and Contractor and continue until acceptable.

- Approximately eleven (11) months after construction is completed, a one-year walkthrough will be attended by a representative of the design team with the City. A follow-up letter of findings and recommendations will be provided to the City.
- Based on design information, shop drawings, and as-built information provided by the contractor, prepare an O&M Manual for the pump station. This task includes compiling, organizing, reviewing, and transmitting the information. No custom written operational instructions are anticipated. Two draft copies for review and three (3) copies of the O&M Manual will be provided to the City.

TASK 88 – QUALITY ASSURANCE

Internal quality assurance will be provided for all reports, plans and specifications furnished to the City or other agencies.

TASK 92 – ARCHITECTURAL

An architect will be subcontracted to perform the architectural design to match the existing Staples Pump Station and for construction administrative services related to architectural items of the pump station.

Appendix B

Methods and Times of Payment

Section 1. Payments for Basic Services.

Billings shall authorize payment to the Engineer for services performed under Appendix A of this Agreement. Partial payment shall be 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 total amount:

1. Task 00 – Project Management	\$4,300.00
2. Task 31 – Design Survey	\$4,300.00
3. Task 32 – Construction Survey	\$900.00
4. Task 39 – Geotechnical (Design and Construction)	\$12,500.00
5. Task 40 – Design	\$103,000.00
6. Task 50 – Construction Administration	\$100,000.00
7. Task 60 – Project Closeout	\$9,200.00
8. Task 88 – Quality Assurance	\$12,050.00
9. Task 92 – Architectural (Design and Construction)	<u>\$13,750.00</u>
TOTAL	\$260,000.00

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

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

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

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.

Standard Billing Rate Schedule
Effective Thru
December 31, 2019

		Standard Rate	Overtime Rate		
Professional Services	Principal	Principal	216.00	216.00	
	Engineer	Supervising Engineer III	201.00	201.00	
		Supervising Engineer II	191.00	191.00	
		Supervising Engineer I	181.00	181.00	
		Senior Engineer II	171.00	171.00	
		Senior Engineer I	155.00	155.00	
		Design Engineer II	146.00	146.00	
		Design Engineer I	136.00	136.00	
		Engineer Intern II	118.00	118.00	
		Engineer Intern I	104.00	104.00	
		Planner	Supervising Senior Planner	186.00	186.00
	Senior Planner		155.00	155.00	
	Planner III		125.00	125.00	
	Planner II		115.00	115.00	
	Planner I		100.00	100.00	
	Scientist	Supervising Environmental Scientist	200.00	200.00	
		Environmental Scientist III	160.00	160.00	
		Environmental Scientist II	120.00	120.00	
		Environmental Scientist I	103.00	103.00	
		Environmental Technician	90.00	90.00	
		Supervising Geologist	201.00	201.00	
		Senior Geologist	190.00	190.00	
		Geologist III	164.00	164.00	
		Geologist II	140.00	140.00	
		Geologist I	120.00	120.00	
	Engineering Technician	Senior Engineering Technician	150.00	150.00	
		Engineering Technician	104.00	104.00	
		Cad Designer III	129.00	129.00	
		Cad Designer II	119.00	119.00	
		Cad Designer I	111.00	166.50	
		Cad Tech III	109.00	163.50	
		Cad Tech II	94.00	141.00	
		Cad Tech I	83.00	124.50	
	Resident Project Representative	Senior Resident Project Representative	145.00	145.00	
		Resident Project Representative III	138.00	138.00	
		Resident Project Representative II	121.00	121.00	
		Resident Project Representative I	105.00	157.50	
	Clerical and Graphics	Administrative Manager	105.00	105.00	
		Administrative Coordinator III	97.00	97.00	
		Administrative Coordinator II	91.00	136.50	
		Administrative Coordinator I	75.00	112.50	
		Project Coordinator III	98.00	147.00	
		Project Coordinator II	86.00	129.00	
		Project Coordinator I	75.00	112.50	
		Technical Intern	72.00	108.00	
Senior Communication Specialist		103.00	103.00		
Graphic Designer		87.00	87.00		
Surveying Services	Survey	Senior Survey Manager	175.00	175.00	
		Survey Manager	150.00	150.00	
		Land Surveyor IV	144.00	144.00	
		Land Surveyor III	135.00	135.00	
		Land Surveyor II	124.00	124.00	
		Land Surveyor I	114.00	114.00	
		Remote Sensing Specialist	109.00	163.50	
		Survey Technician IV	103.00	154.50	
		Survey Technician III	98.00	147.00	
		Survey Technician II	85.00	127.50	
		Survey Technician I	72.00	108.00	
		Expert Witness	Recommended rate for expert witness services (depositions and/or time in court) is charged at an hourly rate of 150-200% of the standard billing rate.		

EQUIPMENT RATES

<u>Company Vehicle: highway miles - Pickups</u>	\$ 681/mile
<u>highway miles - Medium SUV</u>	\$ 646/mile
<u>highway miles - Small SUV</u>	\$ 525/mile
<u>highway miles - Sedan</u>	\$ 591/mile
<u>on-site mileage</u>	\$.591/mile plus \$5.00/hour
<u>Private Vehicle</u>	\$ 580/mile
<u>ATV</u>	\$50.00/day
<u>UTV</u>	\$100.00/day
<u>Survey-Grade GNSS (1 Receiver)</u>	\$120.00/day
<u>Survey-Grade GNSS (2 Receivers)</u>	\$30.00/hour, \$240.00/day
<u>Resource-Grade (GIS) GNSS Receivers</u>	\$65.00/day
<u>Total Station</u>	\$80.00/day
<u>Robotic Total Station</u>	\$30.00/hour, \$240.00/day
<u>FARO Focus 3D X 130 Laser Scanner</u>	\$400.00/day
<u>sUAS Survey Drone</u>	\$400.00/day
<u>Nuclear Density Meter</u>	\$10.00/hour, \$35.00/day
<u>Airflow Balancing Hood</u>	\$75.00/day
<u>Core Drill</u>	\$10.00/hole
<u>Digital Level</u>	\$50.00/day
<u>Trimble V10 Image Rover</u>	\$50.00/day

HYDROLOGICAL EQUIPMENT

<u>Conductivity Meter</u>	\$15.00/day
<u>Disposable Bailers</u>	\$10.00/each
<u>Dissolved Oxygen Meter</u>	\$20.00/day
<u>PH Meter</u>	\$15.00/day
<u>PH/Temp/Conductivity Meter</u>	\$25.00/day
<u>Water Sample Fee</u>	\$10.00/each
<u>In Situ Level Troll 700</u>	\$63.00/day, \$250.00/week
<u>AquaCalc Pro</u>	\$60.00/day, \$120.00/week
<u>Marsh McBirney 2000 Flowmeter</u>	\$60.00/day, \$120.00/week
<u>Global Water FP 111 Flowmeter</u>	\$25.00/day, \$75.00/week
<u>Submersible Pump (Redi Flo 2)</u>	\$155.00/day
<u>Water Level Meter, 300 Ft.</u>	\$25.00/day, \$50.00/week
<u>Water Level Meter, 500 Ft.</u>	\$35.00/day, \$75.00/week
<u>Oil/Water Interface Well Probe</u>	\$40.00/day, \$120.00/week
<u>Hach Flo-Dar (logger & sensor)</u>	\$400.00/week, \$1,000.00/month
<u>Rain Gauge Sensor</u>	\$15.00/week, \$60.00/month

PRINTING EXPENSES

<u>Black & White Copies</u>	\$.10/8.5x11, \$.13/8.5x14, \$.20/11x17
<u>Color Copies</u>	\$.20/8.5x11, \$.20/8.5x14, \$.40/11x17
<u>Binding</u>	\$.25/each
<u>Lamination</u>	\$1.00/each
<u>Oversize Print Black & White</u>	\$5.00/each
<u>Oversize Print Color</u>	\$6.00/each
<u>Print & Basic Mount</u>	\$12.00/each
<u>Print & Machine Mount</u>	\$20.00/each
<u>Print, Machine & Laminate White Board</u>	\$32.00/each

MISCELLANEOUS EXPENSE

<u>Lodging</u>	Current Rates
<u>Meals</u>	\$50.00/day

Materials and other direct costs will be invoiced at current rates plus minimum 10% markup. The following are included as direct costs: approved employee meals, lodging, transportation, premium delivery services (UPS, Federal Express, etc.), testing and survey supplies, premiums for special insurance, performance bonds, and consultants. Cost of professional liability insurance is included in the hourly rates of personnel.

Section 2 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

Based on a notice to proceed by Billings date no later than February 11, 2019, the completion date for the Engineer's work through final design shall be:

- A. 60% Review – March 2019
- B. 90% Review – April 2019
- C. Bid – May 2019
- D. Construction – Late Summer/Fall/Winter 2019 to 2020

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.