

Contract for Professional Architectural and Engineering Services

W.O. 19-19 – Landfill Cell 3 Partial Closure

In consideration of the mutual promises herein, City of Billings and Great West 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 6 pages (Basic Services of Contractor);
- Appendix B consisting of 1 pages (Methods and Times of Payment);
- Appendix C consisting of 1 page (Additional Services of Contractor);
- Appendix D consisting of 1 page (Schedule of Professional Fees);
- Appendix E consisting of 1 page (Project Schedule);
- Appendix F consisting of 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/her designee.
- B. "Billings" means the City of Billings.
- C. "Contractor" or "Engineer" means Great West 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 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 (1) half-size paper copy to scale; one (1) full-size paper copy to scale; two (2) CDs, DVDs, or flashdrives 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.

- E. The Contractor shall provide certified construction payrolls to the Administrator stating in writing that the payrolls have been reviewed and are acceptable.

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix D.
- C. This Contract shall terminate at midnight on March 31, 2020.

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

- 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: Will Robbins
City of Billings
Public Works/Engineering
2224 Montana Avenue
Billings, Montana 59101
e-mail: robbinsw@ci.billings.mt.us
FAX: (406) 237-6291

Contractor: Robert Church, PE
Great West Engineering, Inc.
P.O. Box 4817
Helena, MT 59601
e-mail: rchurch@greatwesteng.com
FAX: 406-449-8631

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: Bill Lloyd, PE President or Robert Church, PE Senior Vice President
(name, title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

City of Billings

Contractor

City Council or Designee

Great West Engineering, Inc.

Date: _____

Name: Bill Lloyd, PE

Title: President

Date: _____

ATTEST:

IRS Tax ID # 20-2501633

City Clerk

APPROVED AS TO FORM:

Date: _____

By _____

BRENT BROOKS, City Attorney

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. 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 Stephanie Beckert, PE working under the Principal-in-Charge, Robert E Church, PE.

Section 2. Billings Rights and Duties.

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

Section 3. Scope of Work.

The project consists of professional engineering services for the design, bidding, and construction administration for the City of Billings W.O. 19-19 – Landfill Cell 3 Partial Closure.

Task 1 – PHASE 3 PARTIAL LANDFILL CLOSURE - FINAL DESIGN, PLANS, & SPECIFICATIONS

A. Surveying/Mapping

The Engineer shall conduct a detailed topographic survey of the Phase 3 partial closure area. The survey will be used to prepare a detailed design level base map of the project area.

B. Field Investigation of Existing Cover

The City has already placed a significant amount of cover material on the Phase 3 closure area. If the in-place material is tested, the depth of cover measured and this information is documented by the Engineer, DEQ will accept this in-place material as a portion of the required final cover soil depth. This has the potential to save the City significant money on the closure construction project. The City Solid Waste Division will provide an excavator and operator to assist the Engineer in excavating test pits over the closure area. Engineer will document the cover depth and material type for each test pit. Engineer will collect samples for soil testing and also measure the in-place density of this material with a nuclear densometer. The Engineer will survey the test pit locations so that can be located on the design plans. This documentation will be included in the design report to the Montana DEQ.

C. Closure Design Plans

The Engineer shall prepare the necessary plans and report to be submitted to the local and State officials for the proposed closure area. The plans shall delineate the location of the closure area, final grading plan, drainage ditches, and typical sections and details

delineating the final cover system. The City has obtained approval of the alternative cover design for all future closure projects at the landfill. Therefore, it is unnecessary to go through the alternative cover demonstration process for this project.

D. QA/QC Plan

The Engineer will prepare a Quality Assurance/Quality Control (QA/QC) plan for the construction of the Phase 3 partial closure project. The QA/QC plan will describe the quality assurance measures to be implemented during construction to insure the project is constructed properly in accordance with the plans and specifications. The QA/QC plan will be submitted to the DEQ for approval.

E. Final Design Report

The Engineer's Scope of Work shall include preparing a Final Design Report and submitting the necessary information along with the plans and specifications to obtain approval from the State DEQ.

F. Permitting

The Engineer will assist the City in applying for and obtaining any required permits. The construction SWPPP permitting will be the responsibility of the general contractor.

G. Plans, Specifications and Bid Documents

The Engineer shall prepare and assemble the plans, specifications and bid documents for the items listed above. At 60% complete, preliminary plans and specifications and estimate of probable cost shall be submitted to City for review. The Engineer shall then make noted revisions and prepare the necessary 100% plans and specifications needed for bidding. This package shall be submitted to the Owner and the DEQ for review and comment. A final estimate of probable cost shall be done prior to bidding.

Task 2 – PHASE 3 PARTIAL LANDFILL CLOSURE - BIDDING SERVICES

For the work included in Task 1, the Engineer shall provide the necessary work to advertise and receive bids and award construction contract(s). The major tasks shall be as follows:

A. Assistance in Bidding Procedures

The Engineer shall prepare and distribute sufficient copies of plans and specifications to qualified bidders and shall assist the Owner in obtaining competitive bids. The Engineer will address questions from general contractors and prepare addendums, if necessary. The Engineer shall arrange, attend, and conduct a pre-bid conference. Engineer shall review and tabulate all bids and make a recommendation to the Owner on the selection of a general contractor.

The budget does not include attendance at the bid opening by Engineer personnel.

B. Award & Agreements

Upon award of the bids, the Engineer shall prepare the final contracts to be executed, including the necessary Agreement Form, Performance and Payment Bond forms and Notice to Proceed forms for use in executing the contract. Engineer shall coordinate delivery of contracts to General Contractor for final execution.

Task 3 – PHASE 3 PARTIAL LANDFILL CLOSURE CONSTRUCTION ENGINEERING

After the construction contract has been awarded, the Engineer shall provide the engineering and construction management necessary to assure that the work conforms to the plans and specifications and local, State and Federal requirements. These services shall include:

A. Construction and Control Staking

The Engineer shall provide necessary control staking including offset lines, bench marks and other pertinent information to allow the General Contractor to construct the project and the inspector to check and approve the work.

The City's preferred borrow source for the final cover material will be the next expansion cell, previously termed as Phase 5B. The City is currently in the process of updating the landfill master plan. The Engineer will provide up to 16 hours of construction staking for the Contractor to ensure that the Phase 5B borrow area is excavated to the correct geometry.

B. Pre-Construction Conference

The Engineer shall conduct a pre-construction conference to discuss all appropriate details concerning the construction of the improvements with the General Contractor, owner and Local and State officials. An on-site visit will be included if necessary.

C. Shop Drawings

The Engineer shall review all shop drawings submitted by the General Contractor to assure that all materials, systems and components meet or exceed the specifications.

D. Inspection

The Engineer shall provide part time inspection during the project. The construction period will depend on the specific work elements under construction. The inspector shall be responsible for construction adhering to the requirements of the plans and specifications. Inspector shall keep logs of the work performed and provide the Owner weekly progress reports. The budget proposed is based on a maximum construction period of 75 calendar days.

E. Progress Meetings

The Engineer shall conduct progress meetings bi-weekly or as necessary to provide updates to the construction schedule and tasks.

F. Quality Assurance

The Engineer shall perform the necessary quality assurance for the installation of the final cover system. The Scope of Work shall include the following:

- Inspection and monitoring installation of final cover system components.
- Inspection of the drainage ditches, topsoil layer and seeding installation
- Preparation of a QA/QC report that summarizes all inspections and tests. The QA/QC report will certify the quality of the work. Copies of the manual shall be submitted to the Owner and State DEQ.

G. Nuclear Density Testing

The Contractor will be responsible for Quality Control testing of the project. The Engineer's inspector will provide periodic quality assurance nuclear density and moisture testing. The Engineer will provide a licensed and calibrated nuclear densometer for density and moisture testing.

H. Soil Testing

Soil laboratory testing will be needed during construction. Engineer will pay for all proctor, gradation, and Atterberg limits testing needed during construction. Engineer is also responsible for coordinating and paying for unsaturated soil moisture parameter testing required for the QA/QC report. The budget includes the following number of tests:

- 16 – Gradation Tests to #200 Sieve
- 16 – Gradation Tests with Hydrometer
- 2 – Standard Proctor Tests
- 2 – Atterberg Limits Tests
- 3 – Unsaturated Soil Moisture Parameter Tests (Includes remolded permeability)

This testing will be split between the field investigation phase during design and as well as during construction. The number of tests is based on testing frequencies previously approved by Montana DEQ for alternative final cover construction.

I. Requests for Information / Change Orders

The Engineer shall review and respond to Requests for Information (RFIs) received from the Construction General Contractor. Engineer shall recommend and prepare change orders as needed to be approved and processed by the City.

J. Payment Requests

The Engineer shall review each monthly payment request submitted by the General Contractor. Upon approval of each request, Engineer shall coordinate with the Owner for payment.

K. Final Inspection & As-Built Drawings

Upon completion of all work, the Engineer shall conduct a final inspection of the project. Upon approval of all work, the Engineer shall write a letter of acceptance to the Owner and issue Certificate of Substantial Completion. The Engineer shall also prepare "As-Constructed" drawings and submit them to the Owner and applicable State agencies for final approval.

Engineer shall submit to City one (1) CD and/or flashdrive with Contractor's submittals.

ADDITIONAL SERVICES Additional services that are outside the scope of this budget are listed in Appendix C of the contract.

City Staff Requirements:

We will work closely with Solid Waste Division and City Engineering staff throughout the entire project and actively solicit ideas and comments from the staff as we develop the plan. We will need the City to provide copies of all the necessary records, and we will need staff to be available for site tours and interviews. We also expect that key staff will review and comment on draft deliverables during the course of the project. The City will need to provide equipment and an operator during the site investigation phase of the project.

Current billing rates are attached in Exhibit D.

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. Partial release of retainage may be requested upon completion of milestone tasks listed below. 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:

\$28,500	Design, Plans & Specifications
\$12,000	Bid and Post-Bid Services
\$55,000	Construction Engineering
\$13,000	Soil Testing

\$107,500

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's work that are 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. Any work desired by the City on these task items will be negotiated with the City on a task by task basis:

- A. Field and laboratory testing of materials and reports other than those that are specifically outlined in the scope.
- B. Requests made or conditions identified by interested groups, which are beyond the scope and intent of this project.
- C. Stormwater SWPPP or discharge permit updates.
- D. Operations & Maintenance Plan.
- E. Additional services not specifically listed in Tasks 1-3 in Appendix A.

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.

2019 SCHEDULE OF BILLING RATES

	<u>Hourly Rate</u>
Clerical Support.....	\$63
Project Assistant	74
Project Coordinator.....	85
Project Administrator.....	120
Ecologist	95
GIS Specialist.....	85
Construction Inspector 1.....	110
Construction Inspector 2	120
Designer	103
Senior Designer.....	115
Senior Technician/Planner.....	125
Scientist	120
Senior Hydrogeologist.....	150
Engineering Tech	76
Engineer 1	109
Engineer 2	115
Engineer 3	120
Engineer 4	135-146
Engineer 5	167-180
Engineer 6	172-190

Reimbursable Expenses include but are not limited to:

Auto Mileage.....	\$.65/mile
Outside Consultants, Fees, Shipping, Supplies, Travel and Per Diem	1.10x cost

Appendix E

Project Schedule

Based on a notice to proceed by Billings dated no later than April 9, 2019, the targeted completion dates for the Engineer's work through Final Completion of construction for the Phase 3 partial closure shall be:

Submit 60% Design to City for review	May 15, 2019
Submit 100% Design to DEQ	June 1, 2019
Advertise for Bids	June 7, 2019
Begin construction	August 1, 2019
Final Completion	November 1, 2019

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

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

Appendix F

Certificate(s) of Insurance

Attach Certificate(s) of Insurance