

# Contract for Professional Architectural and Engineering Services

## Project W.O. 20-08: Low Service Pump Station No. 1 Backup Generator

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In consideration of the mutual promises herein, City of Billings and HDR Engineering 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 2 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 21 pages (Certificate(s) of Insurance); and

### **PART I SPECIAL PROVISIONS**

#### Section 1. Definitions.

In this Contract:

- A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or his designee.
- B. "Billings" means the City of Billings.
- C. "Contractor" means HDR Engineering, Inc.

#### Section 2. Scope of Services.

- A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
- B. Billings shall pay the Contractor in accordance with Section 4.
- C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.

- 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, 2020.

Section 4. Compensation; Method of Payment.

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

Section 5. Termination of the Contractor's Services.

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

- A. By mutual consent of the parties.

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

#### Section 6. Duties Upon Termination

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

#### Section 7. Insurance.

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

B. The Contractor shall provide the following insurance:

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

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

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

#### Section 8. Assignments.

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

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

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

professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

Section 10. Notices.

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

Billings: Ken Ard, PE  
City of Billings  
Engineering Division  
2224 Montana Avenue  
Billings, MT 59101 FAX: (406) 237-6291

Contractor: Craig Habben, PE  
HDR Engineering, Inc.  
970 South 29<sup>th</sup> St. W  
Billings, MT 59102 FAX: (406) 652-2758

Notices are effective upon the earlier of receipt, proof of good transmission (facsimiles only), or 5 days after proof of proper posting.

Section 11. Contract Budget.

In connection with its performance under this Contract, the Contractor shall not make expenditures other than as provided in line items in the Contract budget.

Section 12. Force Majeure.

- A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.
- B. As used in this Contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation:
  - 1. Any interruption, suspension or interference resulting solely from the act of Billings or neglect of Billings not otherwise governed by the terms of this Contract.
  - 2. Strikes or Work stoppages.
  - 3. Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.
  - 4. Order of court, administrative agencies or governmental officers other than Billings.

Section 13. Financial Management System.

The Contractor shall establish and maintain a financial management system that:

- A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Contract;
- B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Contractor's performance under this Contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
- C. Effectively controls and accounts for all municipal funds and Contract property;
- D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
- E. Allocates administrative costs to direct service delivery units;
- F. Minimizes the time between receipt of funds from Billings and their disbursement by the Contractor;
- G. Provides accounting records supported by source documentation; and
- H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

#### Section 14. Funding Requirements.

In the event that any funding source for this Contract should impose additional requirements upon Billings for the use of those funds, the Contractor agrees to abide by those additional requirements immediately upon receipt of written notice thereof from Billings.

#### Section 15. Subcontracts.

The Contractor may enter into subcontracts for the purchase of goods and services necessary for the performance of this Contract, provided:

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

**PART II  
GENERAL CONTRACT PROVISIONS**

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The Contractor shall state, in all solicitations or advertisements for employees to Work on Contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
- C. The Contractor shall comply with any and all reporting requirements that may apply to it which the City of Billings may establish by regulation.
- D. The Contractor shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this Contract, so as to be binding upon every such subcontractor or vendor of the Contractor under this Contract.
- E. The Contractor shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
- F. The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

Section 3. Permits, Laws, and Taxes.

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Contract. All actions taken by the

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

Section 4. Nonwaiver.

The failure of either party at any time to enforce a provision of this Contract shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Contract or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

Section 5. Amendment.

- A. This Contract shall only be amended, modified or changed by a writing, executed by authorized representatives of the parties, with the same formality as this Contract was executed.
- B. For the purposes of any amendment modification or change to the terms and conditions of this Contract, the only authorized representatives of the parties are:

Contractor: Jared Harris (Area Manager) or Authorized Signatory

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

The Contractor shall indemnify, defend, save, and hold Billings harmless from any and all claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and

expenses including reasonable attorneys' fees and costs, arising from any wrongful or negligent act, error or omission of the Contractor or any agent, employee or subcontractor as a result of the Contractor's or any subcontractor's performance pursuant to this Contract.

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

#### Section 10. Inspection and Retention of Records.

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

#### Section 11. Availability of Funds.

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

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

City of Billings

Contractor

\_\_\_\_\_  
City Council or Designee

\_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

IRS Tax ID # \_\_\_\_\_

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

Date: \_\_\_\_\_

By \_\_\_\_\_

BRENT BROOKS, City Attorney

STATE OF MONTANA            )  
  :ss.  
COUNTY OF YELLOWSTONE    )

On this \_\_\_\_ day of \_\_\_\_\_, 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: \_\_\_\_\_

## Appendix A

### Basic Services of Engineer City of Billings W.O. 20-08: Low Service Pump Station No. 1 Backup Generator

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

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

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

- K. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Craig Habben working under the Principal-in-Charge, Jared Harris.

## 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, working under the City Engineer, Debi Meling.

## Section 3. Scope of Work.

The project consists of engineering services for the City of Billings W.O. 20-08: Low Service Pump Station No. 1 Backup Generator Project. In general, the project includes installing the City owned 800 kW Generator in a new building at the Water Treatment Facility (WTP) west of Low Service Pump Station No. 1 (LSPS 1). The generator will provide backup power to LSPS 1. Additionally the City would like to install conduits from the Chemical Building to the new Generator Building to LSPS1 for their use.

Design, bidding, construction and programming services will be provided based on the scope of work summarized below.

- The Generator Building will be a prefabricated building 80 feet by 50 feet if space and budget allow. If not, then the dimensions will be 80 feet by 40 feet.
  - In general, the building will be located west of LSPS 1 and far enough south to be out of the flood plain and to avoid buried piping.
  - Two rooms will be provided. A Generator Room to house the 800 kW Generator and the second room for drive in bays.
  - Overhead doors matching height of Maintenance Building will be provided. Number of doors to be determined by space available.
  - Pedestrian doors will be provided as required.
  - Interior room clearance will also be similar to the Maintenance Building.
  - The bays will not be insulated or heated. The Generator Room will have insulation and minimal heat from electrical unit heaters.
  - Provisions to remove the generator from the Generator Room will be included.
  - Interior and exterior lights will be provided for the building.
  - Receptacles and wireways will be provided as desired by City Staff.
  - Power supply will be from LSPS 1.
  - No water service or restroom will be provided.
- Generator Electrical
  - Existing docking station will be maintained.

- 800 kW Generator will be connected into LSPS 1 MCC. A circuit breaker on this connection will include a Kirk Key interlock to work with the two existing Kirk Keys so that only one of the three power sources can energize the LSPS 1 MCC at a time.
- Power for block heater and battery charger will be provided from the Generator Building.
- Miscellaneous
  - The City’s existing 2,000 gallon fuel tank will be located adjacent to the building. Depending on building size and layout, the tank may be located under the roof with screen walls around the tank.
  - Fuel lines will be installed from the tank to the generator and back.
  - No additional containment will be provided beyond the dual containment of the 2,000 gallon tank and the generator belly tank.
  - The access road to the building will be gravel and will include a gravel pad in front of the building for maneuvering.
  - A concrete apron will be provide in front of the building.
  - Concrete encased duct banks will be provided for buried conduit. Hand holes will be provided to facilitate pulling wire.
  - 3D scanning will be provided in Chemical Building old Rapid Mix Chambers to facilitate conduit routing.
  - Geotechnical services will include one borehole and associated testing and report.
  - Limited spot survey services will be provided as necessary for field locates during design and to locate building during construction.

**DETAIL SCOPE OF SERVICES**

The scope of services that will be utilized on the City of Billings W.O. 20-08: Low Service Pump Station No. 1 Backup Generator Project is presented in the summaries for Tasks 100 through 400. The scope of services is organized as follows:

<u>Task Series</u>	<u>Description</u>
100	Project Management
200	Design
300	Bidding Services
400	Construction Service

## **TASK 100 – PROJECT MANAGEMENT**

### **101 – Project Initiation**

The purpose of this task is to kick off the project both externally and internally. A Project Management Plan (PMP) and all the support paperwork will be developed for all team members to have available to understand the project, the project team and the project requirements. The PMP is updated with significant changes in the project. The project will be kicked off with the City with pertinent staff from the City and HDR to review the project components and the process for completing the design.

- Deliverables – Agenda and meeting minutes.

### **102 – Project Management**

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

- Deliverable – Monthly invoices

## **TASK SERIES 200 – DESIGN**

### **201 – Preliminary Design**

Develop the design to a 60% level including site plans, structure plans and sections, and electrical one-lines.

- Deliverable – 60% Drawings

### **202 – Geotechnical Investigations**

A soils consultant will perform geotechnical investigations to determine the structural design requirements and limitations for the new structure. The investigation will occur once the location of the Generator Building has been determined. One boring is planned.

- Deliverable – Geotechnical Report

### **203 – Perform Design Surveys and 3D Laser Scanning Services**

Existing topographic survey and utility locations exist in AutoCad format. Once the general building location and duct bank routing is determined, spot checks of grade, existing facilities and buried utilities will be completed. Provide 3D laser scan of areas in the lower level of the Chemical Building to facilitate conduit routing. City will provide confined space permit and support services if confined space entry is required.

- Deliverable – Survey Locates

### **204 – Prepare 95% Drawings**

The drawings for all disciplines will be fully developed showing all details necessary for construction. Notes and additional details will be added to the drawings to complete the design.

- Deliverables – 95% drawings (3 half sized sets and one pdf) for review.

### **205 – Prepare Detailed Specifications**

Final detailed specifications suitable for bidding and construction will be developed. These detailed specifications will be incorporated with the City's front-end documents.

- Deliverable – 3 Sets of Specifications including one pdf.

### **206 – Internal and External 95% Review**

Drawings and specifications will be reviewed internally. Review comments will be resolved and applicable comments incorporated in City review set. Drawings will be reviewed with the City. Key components for the specifications will be reviewed with the City. City review comments will be resolved and applicable comments will be carried forward into the final bid set.

- List of City review comments and how the comments were resolved.
- City responsibility – Provide one set of review comments

### **207 – Finalize Design**

Based on review comments, update and finalize drawings and specifications.

- Deliverable – Bid Documents for advertisement. 3 sets (half-sized drawings) for the City.

### **208 – Building Permit**

Prepare information for building permit and complete application.

- Deliverables – Building permit application and backup information.

### **209 – Construction Cost Estimate**

The estimated capital costs for the project will be determined during design and then updated during final design.

- Deliverable – Summary of Cost Estimate.

### **210 – Joint Application**

The plan is for the Generator Building to not be located in the flood plain but there will be work in the flood plain. Primarily duct bank. The Joint Application and supporting information will be developed and submitted to the proper agencies.

## **TASK SERIES 300 – BID PHASE**

### **301 – Bidding Administrative Assistance**

Produce and distribute bid documents to owner, prospective bidders and plan rooms. Answer bidder questions and prepare addendums as needed. Conduct pre-bid meeting. Attend Bid.

- Deliverable – Bid Documents, Advertisement, Pre-Bid Meeting Minutes and Addendums.

### **302 – Post-Bid Administrative Assistance**

Receive, evaluate and tabulate bids. Assess completeness of bids. Review qualifications of bidders. Make recommendations to the City on award of contract.

- Deliverable – Bid summary and Recommendation of Award.

## **TASK SERIES 400 – CONSTRUCTION AND STARTUP SERVICES**

Construction Phase scoping is based on a 14 week active construction period after which time only minor punch list items would need to be completed.

### **401 – Construction Initiation Services & Conformed Drawings**

After award of the construction contract, the Consultant shall prepare Contracts, Conformed Documents and conduct a preconstruction conference including preparation of meeting minutes. The consultant will provide the contractor with 6 sets of “for construction” plans and specifications plus an electronic .pdf version.

### **402 – Office Assistance and Administration**

During the construction phase of the project, the Consultant will provide office assistance to the City on the administration of the project. This effort will include review and preparation of change orders, shop drawing review, interpretation of drawings and specifications, monitoring of compliance with procedural requirements on the project, coordinating with the contractor, preparation of pay estimates, confirmation of certified payrolls, conducting construction meetings, and preparing and distributing meeting minutes.

### **403 – Field Services**

The Consultant will provide on-site construction observation services. A resident project representative will be provided based on three site visits per week for 4 hours for the first seven weeks and twice a week for 3 hours during the last seven weeks. The resident project representative will monitor the project for compliance with project plans and specifications. Consultant will provide as-built surveying or laser scanning of uncovered utilities in locations not indicated on the drawings. No testing services are included as these will be provided by the contractor.

### **404 – Construction Wrap-Up and Acceptance**

Upon completion of the construction of the improvements, the Consultant will schedule and hold a final project walk-through and assist the City in the final wrap-up of the project, including preparing record drawings, preparation of a punch list, preparation of Certificate of Substantial Completion, information review and recommendation of final acceptance.

### **405 – Post-Construction Warranty Services**

Upon final acceptance, the Consultant will provide warranty item consultation, will assist in the eleven-month warranty inspection, and provide warranty follow-up.

## Appendix B

### Methods and Times of Payment City of Billings W.O. 20-08: Low Service Pump Station No. 1 Backup Generator

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#### Section 1. Payments for Basic Services.

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

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

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

1. Project Management	\$4,000
2. Design	\$85,700
3. Bidding Services	\$3,400
4. Construction and Startup Services	\$42,100
Total	\$135,200

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

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

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

#### Section 3. Corrections.

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

#### Section 4. Fee Increases

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

## **Appendix C**

### **Additional Services of Engineer City of Billings W.O. 20-08: Low Service Pump Station No. 1 Backup Generator**

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

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

## **Appendix D**

### **Schedule of Professional Fees City of Billings W.O. 20-08: Low Service Pump Station No. 1 Backup Generator**

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Not used on this Contract.

## Appendix E

### Project Schedule City of Billings W.O. 20-08: Low Service Pump Station No. 1 Backup Generator

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Based on a notice to proceed by Billings dated no later than November 25, 2019, the completion date for the Engineer's work shall be on or before December 31, 2020 based on the following estimated schedule for major deliverables:

- A. Design Complete – February, 2020
- B. Bidding Services – March, 2020
- C. Construction Start – June, 2020
- D. Construction Wrap Up – September, 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.

## Appendix F

### **Certificate(s) of Insurance City of Billings W.O. 20-08: Low Service Pump Station No. 1 Backup Generator**

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(Attach Certificate(s) of Insurance)