

Contract for Professional Architectural and Engineering Services

Project W.O. 20-30: Hallowell Lane Road Improvements – State Avenue to King Avenue East

In consideration of the mutual promises herein, City of Billings and WWC 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 pages (Additional Services of Contractor);
- Appendix D consisting of 1 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 pages (Project Schedule);
- Appendix F consisting of 76 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 WWC Engineering.

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

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on December 31, 2022.

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: Tyler Westrope
City of Billings
Public Works Department
2224 Montana Avenue
Billings, Montana 59101 FAX: (406) 237-6291

Contractor: Taylor Kasperick
WWC Engineering
550 S. 24th Street West, Suite 201
Billings, Montana 59102

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: Greg Reid, WWC Engineering Billings Branch Manager

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

William A. Cole, Mayor



Name: Greg Reid
Title: Billings Branch Manager

Date: _____

Date: 6/9/20

ATTEST:

IRS Tax ID # 83-0250392

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 Taylor Kasperick working under the Principal-in-Charge, Greg Reid.

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 Tyler Westrope.

Section 3. Scope of Work.

Task 1. – Street Lighting

WWC Engineering (WWC) will work with HDR (project sub-contractor) to prepare street lighting design documents and those necessary to assist the City in creating SLIMD. This task item will include roadway lighting analysis for the preferred lighting alternative (luminaire) as provided by the City. Design plans will be provided to the City at the approximate 60%, 90% and 100% levels. A memo resulting from the roadway lighting analysis will be provided to the City for use in creating the SLIMD.

Task 2. – Survey

WWC will complete the following work for site survey. Portions of this work will be collaborated with Sanderson-Stewart on their portion of the scope. It is our understanding that Sanderson-Stewart will collect a 3D surface along the project corridor, in addition to wet utility data (horizontal and vertical alignments). The scope of work for this task item includes any additional data collection as deemed necessary to complete WWC's design scope of work that is not collected by Sanderson-Stewart.

- Collection of:
 - Existing street improvements not included with Sanderson-Stewart survey (sidewalk, ADA ramps, drive approaches)
 - Topography within project corridor outside that collected by Sanderson-Stewart
 - Lot pins or monuments
 - The level of boundary survey completed during this phase will be that which is necessary to draft the project boundaries and sufficient to determine if street and sidewalk improvements would infringe on the property boundary or not. If right-of-way is required for the property, additional boundary collection may be required as included in Task 3.
 - Aboveground dry utilities and belowground dry utilities not included with the Sanderson-Stewart data collection via a One-Call

- Collection of additional data for wet utilities necessary if not collected by Sanderson-Stewart.
- Fences, landscaping, or private improvements within 5' of anticipated construction
- Trees
- Signs
- Notices will be sent to all adjacent landowners identifying survey timeframe
- Identify or set project control for construction

In addition to the items noted above, WWC will incorporate the data and linework provided by Sanderson-Stewart into WWC's standard format and styles.

Task 3. – Right-of-Way Acquisition

Right-of-way will need to be acquired adjacent to several properties to construct the desired improvements. A stepwise approach will be completed until a satisfactory street section may be constructed. An upper limit cost is included that will be adjusted based on time and materials necessary to complete.

- Develop plan and profile sheets of the project roadway showing property boundaries and desired road improvements for entire length of project.
 - WWC will provide recommended section adjustments to the City for properties that the full 37' TBC to TBC plus 5' boulevard and 5' walk do not fit. We will identify any properties that right-of-way acquisition is required for the full section as well.
 - In addition, we will include the proposed layout of the Optimist Park Master Plan adjacent to the park as it is believed that those improvements will require additional public right-of-way as well.
- Additional boundary survey will be required if right-of-way is required to be obtained for the property. The initial survey is intended to collect boundary along the Project corridor (i.e., property pins running parallel to project), but property pins on lots extending away from Hallowell Lane will be necessary for right-of-way preparation (i.e., to identify lot line extending away from Project or entire lot as necessary). We have not included this survey in the initial survey as doing so for every lot in the project area would unnecessarily increase cost. From the full boundary survey data, an exhibit will be prepared of the property and proposed improvements for negotiation with the landowner.
 - WWC will attend the landowner meetings with the City, as requested, to provide information. It is assumed that WWC will attend a single meeting with each landowner that has been identified as necessitating right-of-way from.
- Based upon negotiations with the landowners, WWC will prepare right-of-way acquisition exhibits. The exhibits are intended to be attached to an acquisition agreement, which is assumed will be prepared by the City and/or their attorney.
- If lot pins are missing and must be reset as part of boundary retracement, it may be necessary to file a retracement survey, depending on accuracy of previous surveys. This is dependent on the comparability of the platting documents and found monumentation in the field. WWC will provide this information to the City as soon as reasonably possible (i.e., following initial survey if no pins are found or following secondary survey if retracement is

required), and should the City wish to have a retracement filed the associated cost will be provided.

Task 4. – Dry Utility Coordination

WWC will coordinate design plans to the dry utilities located along the corridor. We will contact these entities at the onset of the project to make them aware of it, such that discussions about potential revisions to those utilities can commence as soon as possible.

Task 5. – Design

WWC will complete design and construction plans for the road, sidewalk, ADA ramps, and storm sewer. The following items will be completed as part of this task:

- Stormwater collection and improvements
 - A storm drain extension will be designed to tie to the south end of Hollowell in King Avenue East. This storm drain will extend as far as reasonably possible north. Additionally, surface improvements will be considered to direct additional flows to this newly constructed storm drain.
 - Channelized stormwater created by the addition of the curbs along the northern end of the project will be modeled. If these storm flows are determined to be a concern for flooding of properties, improvements to the existing system will be considered and design plans prepared.
 - The south end of Optimist Park will have storm drainage installed at it to direct flows north to the 48" storm sewer. Stormwater issues at Hollowell Lane's intersection with Phillip Street will also be addressed as part of this item.
 - Flows crossing the south end of Hollowell Lane that are contributing to flooding east of the site will be evaluated. Improvements that may direct these flows to storm piping north or south will be considered.
- Road, sidewalks, and ADA ramps
 - At the onset of this task, WWC will coordinate with the City Engineering staff to determine which portions of the existing roadway, sidewalks, and ADA ramps are desired to be replaced.
 - As part of Task 2, WWC will prepare a preliminary plan and profile set of plans detailing the roadway section and property boundaries. This preliminary set of plans will be modified throughout Task 2 to finalize proposed sections for design. This set of preliminary plans will be used as a 2D layout of required improvements. Once agreed upon with City staff, WWC will begin 3D design of the improvements.
- ADA ramp grading will be prepared with point tables for staking locations and slope labels for cross slope and longitudinal slope for City review
 - If requested, WWC can present several ADA ramp options for the City's selection (i.e., ramps with curb, ramps with transition, etc.)
- Intersection designs will be completed to identify locations of warping at the intersections for tie in. It is our intent to not change the grading of existing roadways, however, if valley gutters are installed to redirect flows, this may be necessary in some areas.

- Separation verification with water main designs. As water main designs are anticipated to be completed and bid prior to this Project, WWC will incorporate the location of the proposed water mains/services into our plans. This will be done for maintaining separation as required and to also show trenching recently completed that will be addressed as part of our designs.
- Construction plans will be prepared for all civil design items
 - Plans will be provided in 11"x17" format
 - Final plans will include a title sheet, typical sections, grading and site layout sheets, plan and profile sheets, and other detail sheets as needed
- A geotechnical investigation will be completed as part of this task to provide recommendations for pavement thicknesses and utility construction. SK Geotechnical is proposed to be used for this task in coordinating with additional investigation necessary for Sanderson-Stewarts scope of work. It is assumed the overall project report will be provided under the contract with Sanderson-Stewart, with the report and recommendations from that report being provided to WWC for use on the project.

Task 6. – Project Permitting with City

WWC will prepare documents to receive approval from the following authorities. It is our understanding that King Avenue East and State Avenue are both City of Billings roadways and that coordination with MDT will not be required for the connection onto either street. It is also our understanding that the road improvements will tie to previously completed improvements at each end, and that street light improvements are not required at either intersection. It is further our understanding that a Storm Drainage Memo will be prepared in lieu of a Comprehensive Drainage Report. The following agencies will approve items of the design:

- SBURA and City of Billings Engineering for stormwater, roads, ADA, and sidewalk
- City of Billings Parks and Recreation for east edge of Optimist Park

WWC will prepare the following specific documents as part of the project:

- Engineer's Opinion of Probable Construction Costs
- Construction spec book (special provisions, bidding documents, etc.)
- Stormwater Report

City of Billings permitting fees are not included in the proposed costs.

Task 7. – Bid Assistance

Under this task, WWC will assist with contracting of the project; including providing contract documents to bidders, attending pre-bid meeting, preparing addendums to the contract due to Contractor's questions, bid review, and contract document completion.

Task 8. – Construction Administration and Staking

WWC will provide construction staking for the following items to the contractor. WWC will coordinate with the Contractor such that the staking is conducted in minimal site trips to

limit costs. Our proposed construction administration staff are capable of staking and, as necessary, will have survey equipment with them to stake as the project progresses. It has been assumed that the selected contractor will have GPS capability for site grading, as necessary, such that staking of subgrade, base, and surface is not required.

Staking Items:

- Storm drain
- Curb and gutter
- ADA ramps and curb fillets (locations staked horizontally with a single vertical reference point per ramp).
- Monument box and sign locations
- Pinning of Property Corners

WWC will provide oversight during construction of the improvements for the Project. For purposes of this estimate, we have estimated our time based on a 12-week construction timeframe. As part of construction administration, WWC will prepare project close out documents (e.g., as-builts, testing results, inspection videos, etc.) for submittal to the City.

WWC will also sub-contract a third-party testing service to perform compaction testing of trenches, subgrade, and base, in addition to asphalt testing and concrete. We intend to use SK Geotechnical for these services, dependent on who the Contractor intends to use as their testing service. The costs included for compaction and materials testing assumed 45 trips for compaction testing. Dependent on City approval, WWC can also provide density and moisture testing for the project using a Troxler e-Gauge, which will be verified prior to doing so.

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 contract amount.

Preliminary Design	\$ 79,224.00
Final Design	\$ 88,681.00
Construction/Contract Administration	\$ 140,505.00
Total Contract	\$ 308,410.00

- 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.

2020 SCHEDULE OF CHARGES

<i>PERSONNEL</i>	<i>HOURLY FEE</i>	<i>PERSONNEL</i>	<i>HOURLY FEE</i>
Professional Level 8	\$155	CADD Operator 2	\$72
Professional Level 7	\$151	CADD Operator 1	\$67
Professional Level 6	\$146	Technician 8	\$97
Professional Level 5	\$140	Technician 7	\$92
Professional Level 4	\$129	Technician 6	\$87
Professional Level 3	\$119	Technician 5	\$82
Professional Level 2	\$108	Technician 4	\$77
Professional Level 1	\$97	Technician 3	\$72
CADD Operator 8	\$103	Technician 2	\$67
CADD Operator 7	\$97	Technician 1	\$62
CADD Operator 6	\$92	Administrative Specialist	\$73
CADD Operator 5	\$87	Administrative Assistant	\$58
CADD Operator 4	\$82	Expert Witness	Two times standard billing rate
CADD Operator 3	\$77		
<i>EXPENSES</i>	<i>FEE</i>	<i>ENVIRONMENTAL MONITORING</i>	<i>FEE</i>
Subcontractors	Cost + 15%	Organic Vapor, O ₂ /LEL Meter	\$40/day
Supplies/Material Purchased for Client	Cost + 15%	Water Level/Interface Probe	\$50/day
Miscellaneous Reimbursable Expense	Cost + 15%	Disposable Bailer	\$10/each
Vehicle Mileage	\$0.80/mile (\$25/day min.)	Water Quality - Multi-Parameter Meter	\$50/day
		High Capacity In-Line Filter	\$25/each
		Low Capacity In-Line Filter	\$15/each
		Disposable No-Purge Sampler - Large	\$50/each
		Disposable No-Purge Sampler - Small	\$35/each
		Disposable No-Purge Sampler - Custom	\$75/each
		Transducer/Data Logger	\$50/day or \$200/week
		Flow Meter	\$135/day or \$450/week
		Photoionization Detector	\$85/day
		Bailing Cord	\$0.08/foot
<i>OFFICE</i>	<i>FEE</i>	<i>SURVEYING EQUIPMENT</i>	<i>FEE</i>
Photocopies	\$0.15/page	UAV	\$250/flight (2 flight minimum) OR
Large Format Photocopies - B&W	\$0.60/sq. ft.	UAV	\$5/acre (500-acre minimum)
Large Format Photocopies - Color	\$0.75/sq. ft.	GPS (Survey Grade)	\$350/day
Drawings - Large Format Plots	\$11/sheet	GPS (Sub-Meter Accuracy)	\$100/day
Drawings - 11"x17"	\$1.30/page	Total Station	\$25/hour
Facsimiles	\$1/page	Robotic Total Station	\$35/hour
		Pipeline Locator	\$25/hour
		Differential Level	\$15/hour
		Survey Rebar & Cap	\$7/each
		Lath, Survey	\$45/bundle
		Stakes	\$30/bundle
		T-Post and Flags	\$15/each
<i>FIELD EQUIPMENT</i>	<i>FEE</i>		
Generator	\$100/day		
Fluids Pump	\$100/day		
Air Compressor	\$50/day		
ATV	\$120/day		
UTV	\$175/day		
UTV with Tracks	\$250/day		
Tape Reel, Motorized	\$50/day		
Power Hand Auger	\$15/hour		
Dynamic Cone Penetrometer	\$50/test		

Appendix E

Project Schedule

Based on a notice to proceed by Billings date no later than June 29, 2020, the completion date for the Engineer's work through final design shall be:

A. Street Light Design	September 18, 2020
B. Survey	July 17, 2020
C. Right-of-Way Acquisition	September 18, 2020
D. Dry Utility Coordination	September 18, 2020
E. Design	September 18, 2020
F. Project Permitting with City	October 16, 2020
G. Bid Assistance	November 2, 2020
H. Construction Administration	4 months following construction start

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

Certificates of Insurance

Contractors Certificates of Insurance are provided. Necessary endorsements, forms, and waiver of subrogation are included. Excess liability coverage applies to Commercial General Liability, Automobile Liability, to Professional Liability (also referred to as Errors and Omissions) coverages to meet contract requirements.



ADDITIONAL REMARKS SCHEDULE

AGENCY Tegeler & Associates		NAMED INSURED Western Water Consultants, Inc. dba WWC Engineering 1849 Terra Avenue Sheridan, WY 82801	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Pollution
 Company A-Crum & Forster Specialty Insurance Policy#EPK 129100 Effective 12/01/2019-12/01/2020 \$1,000,000 Limit plus Excess Liability Limit

E&O-Professional Liability
 Company A- Crum & Forster Specialty Insurance Policy#EPK-129100 Effective 12/01/2019-12/01/2020 \$1,000,000 Limit plus Excess Liability Limit

Stop Gap(Employers Liability)
 Company A- Crum & Forster Specialty Insurance Policy#EPK-129100 Effective 12/01/2019-12/01/2020 \$1,000,000 Million/\$1,000,000 Million/\$1,000,000 Million

