

Contract for Professional Architectural and Engineering Services

W.O. 20-46, Landfill Compost Facility

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 8 pages (Basic Services of Contractor);
- Appendix B consisting of 1 page (Methods and Times of Payment);
- Appendix C consisting of 1 page (Additional Services of Contractor);
- Appendix D consisting of 1 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 page (Project Schedule);
- Appendix F consisting of 1 page (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 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, 2021.

Section 4. Compensation; Method of Payment.

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

Section 5. Termination of the Contractor's Services.

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

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

Section 6. Duties Upon Termination

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

Section 7. Insurance.

- A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
- B. The Contractor shall provide the following insurance:
 - 1. Workers' compensation and employer's liability coverage as required by Montana law.
 - 2. Commercial general liability, including contractual and personal injury coverage's -- \$1,500,000 per occurrence.
 - 3. Commercial automobile liability -- \$1,500,000 per accident.
 - 4. Professional liability in the amount of \$1,500,000 per claim.
- C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.
- D. Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

Section 8. Assignments.

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

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

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

the Contractor from any and all claims, demands and causes of action of any kind or character arising as a result of reusing the documents developed under this contract. Additionally, any reuse of design drawings or specifications provided under this Contract must be limited to conceptual or preliminary use for adaptation, and the original Contractor's or subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

Section 10. Notices.

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

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

Contractor: Stephanie Beckert, PE
Great West Engineering, Inc.
P.O. Box 4817
Helena, MT 59601
e-mail: sbeckert@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
(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

Great West Engineering, Inc.

William A. Cole, Mayor

Name: William B. Lloyd, PE

Date: _____

Title: President

Date: _____

ATTEST:

IRS Tax ID # 20-2501633

Denise R. Bohlman, 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 City of Billings W.O. 20-46, Landfill Compost Facility. This Scope of Services is for assisting the City of Billings with the development of a composting facility for the Billings Regional Landfill.

BACKGROUND

The City of Billings plans to implement a new composting facility at the Billings Regional Landfill (BRL). The new composting facility will be located across Hillcrest Road from the active landfill on City property recently licensed by the Montana DEQ for solid waste operations.

The City of Billings currently diverts green waste at their landfill, shreds it and runs a static pile composting system. The City wants to phase in the implementation of the full scale composting operation over time. The first phase will be a co-composting operation which will include yard waste, wood waste and biosolids. The City will continue to accept and shred wood waste in their current location at the landfill and will truck that processed green waste to the new compost facility. Biosolids will be trucked to the facility from the City's wastewater plant. The City wants to initially plan for co-compositing 25,000 tons/year and gradually increase the composting facility capacity over time to 50,000 tons/year as well as look at potentially incorporating special wastes such as cardboard, pallet grindings and food waste.

The Scope of Work includes completion of an initial study which will include the evaluation of up to three low-tech composting alternatives and the development of a conceptual plan for the preferred alternative for the facility. During the study phase, the City and the Great West team will build consensus on how to move forward during the design phase of the project.

Task 1 – Project Study

Great West Engineering will conduct a project kickoff meeting with the City to review the scope of services (scope, schedule and budget) and discuss (list) data needed for the project. Data gathering and review will follow. The task includes coordination with the City Engineering Department and Solid Waste Division staff.

Great West Engineering will complete a study and develop a conceptual plan for the new facility. The conceptual plan will be the basis for the design of the project. The study will also evaluate long term improvements needed to increase the volume of waste processed and expand the types of materials that are processed. Specific tasks during the study phase will include:

- Evaluate feed stock quantities of yard waste, wood waste and biosolids from the City and recommend a recipe for the target of 25,000 tons/year
- Evaluate up to three low-tech alternatives for Phase 1 of the project including both aerated and non-aerated static turned windrows
- Provide recommendations on sizing and configuration for initial low-tech facility layout to handle 25,000 tons/year
- Develop conceptual plan for the facility which includes composting pads, stormwater control, and access roads
- Develop detailed construction cost estimates for initial facility
- Provide recommendations on initial manpower and equipment needs
- Estimate initial operations and maintenance costs
- Evaluate necessary capital improvements, manpower and equipment needs for the future expansion of the system to 50,000 tons/year including special wastes listed above.
- Provide planning level cost estimates on any specialized equipment that the City will need to purchase
- Summarize findings in draft study for review by City staff
- Finalize study based on City comment

Subtasks/Deliverables:

- **1.1 – Project Kickoff Meeting:** A meeting will be held with the City via conference call or video call to kick-off the project. **It is assumed this and all other meetings for the project will be conducted via video conference or conference call unless otherwise noted in this scope of work.**
- **1.2 – 30% Project Study Meeting:** A meeting will be held with City staff at 30% development of the study findings including the evaluation of alternatives, initial composting recipe and preliminary facility layout.
- **1.3 – Submit Draft Study to City:** Great West will submit to the City electronic and/or hard copy versions of the draft study. The draft study will include a detailed analysis and narrative on all the specific task items listed above.
- **1.4 – Draft Study Meeting:** A meeting will be held with City staff to go over the findings of the draft study. Great West's project manager will attend this meeting in person. The other team members will attend via video conference.

- **1.5 – Final Study Meeting:** A meeting will be held with City staff to go over the final study.
- **1.6 – Final Study:** The City's comments will be incorporated, and the document will be finalized and sealed by a Professional Engineer Licensed in Montana.

Task 2 – Project Design

Description. Great West Engineering will prepare the design plans and specifications for the project. The project design will be based on the final conceptual plan accepted by the City during the study phase.

Great West will utilize the existing topographic mapping information available for the project site for the development of the design. This topographic information is still accurate since this area has not been disturbed since it was last mapped. Great West will utilize existing geotechnical information available for the site to design the project. Great West will log test pits in the proposed construction area to confirm previous geotechnical information. The City Solid Waste Division will provide an excavator and operator to dig the test pits. It is estimated that up to 10 test pits will be excavated to a maximum depth of 12 feet.

A. Plans, Specifications and Bid Documents

The Engineer shall prepare and assemble the plans, specifications and bid documents for the items listed above. The plans will include the project design elements including final grading plan, stormwater control infrastructure, access roads, road and compost pad surfacing, and other features as necessary. Great West will design an access road approach and obtain a County approach permit, if needed as part of City's chosen alternative. The City will be responsible for any fees charged by the County for the approach permit.

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.

B. Operations Plan Amendment

Great West will prepare an operations plan for the compost facility which will be submitted to the Montana DEQ as an amendment to the City's landfill operations plan. Great West will also prepare an addendum to the City's Industrial Stormwater Discharge Permit and SWPPP to include the new compost facility.

C. DEQ Approval

The project will require DEQ Solid Waste approval of the operations plan. The construction SWPPP permitting will be the responsibility of the general contractor.

Subtasks/Deliverables:

- **2.1 – Draft Design Documents:** The documents will include drawings, specifications and Project Manual for bidding.
- **2.2 – Draft Design Review Meeting:** A review meeting will be held with the City to go over the documents and discuss the City's comments. Great West's project manager will attend this meeting in person. The remainder of the team will attend via video conference.
- **2.3 – Final Design Review Meeting:** A review meeting will be held with the City to go over the documents and discuss the City's comments.
- **2.4 – Final Design Documents:** The City's comments will be incorporated, and the documents will be finalized and sealed by a Professional Engineer Licensed in Montana.

Task 3 – Bidding Services

For the work included in Task 3, the Engineer shall provide the necessary work to advertise for bids. The major tasks shall be as follows:

A. Assistance in Bidding Procedures

The Engineer shall prepare an electronic bid package in a book-marked PDF format which will be uploaded to QuestCDN. Bidders will obtain bid packages through QuestCDN only. The Engineer shall assist the Owner in obtaining competitive bids, will address questions from general contractors, and prepare addendums, if necessary. The Engineer shall arrange and conduct a pre-bid conference.

B. Finalize Bidding Process

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.

C. 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 4 – Construction Engineering

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, benchmarks and other pertinent information to allow the General Contractor to construct the project and the inspector to check and approve the work.

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.

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. For this project 220 hours is budgeted for inspection services. For the purposes of estimating the budget, we assume that the project will be a 90 day construction time frame. 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.

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 project. The Scope of Work shall include the following:
- Inspection and monitoring installation of earthwork embankment and excavations.
- Inspection of the road, ditches, road surfacing, stormwater pond and other construction elements.
- Tracking General Contractor equipment and manpower resources on the project site.

G. Nuclear Density Testing

The General Contractor will be held responsible for Quality Control density testing of the project. The City will provide periodic quality assurance nuclear density and moisture testing services which are expected to be minimal.

H. Soil Testing

Soil laboratory testing will be needed during construction. Contractor will pay for all proctor, gradation, and atterberg limits testing needed during 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.

L. Employee Training

Once the project is completed the Engineer's subconsultant will be on site to provide classroom and in-field training to City staff on composting operations. The budget includes preparing classroom training materials and spending up to two days at the facility providing a combination of classroom and field training.

M. Assistance with Equipment Procurement

Great West will assist the City on an as-needed basis with the procurement of equipment needed for the facility. This includes writing the technical specifications for the equipment which the City will incorporate into its standard equipment procurement solicitation.

N. Warranty Period Assistance

Great West and its subconsultant will provide the City assistance during the one-year warranty period. This includes up to 10 hours of assistance from the Engineer's subconsultant on operations questions.

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 staff to be available for site tours and interviews. We also expect that key staff will review and comment on draft deliverables in a timely manner during the course of the project. City Solid Waste Division equipment and staff will be available to excavate test pits during the project design phase.

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 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.

\$ 47,000	Task 1 – Study Phase
\$ 47,500	Task 2 – Project Design
\$ 5,500	Task 3 – Initial Bidding Services
\$ 76,000	Task 4 – Construction Engineering

\$ 176,000

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

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

Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study shall be paid for 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. Any work desired by the City on these task items will be negotiated with the City on a task by task basis:

- A. Geotechnical investigations or report are not included except test pit logging in project area during final project design.
- B. Design of water main extension to new facility.
- C. Additional services not specifically listed in Tasks 1-4 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.

2020 SCHEDULE OF BILLING RATES

	<u>Hourly Rate</u>
Clerical Support.....	\$65
Project Assistant	77
Project Coordinator	88
Project Administrator	125
Ecologist	98
GIS Specialist	88
Construction Inspector 1	114
Construction Inspector 2	125
Designer.....	107
Senior Designer	120
Senior Technician/Planner.....	130
Senior Hydrogeologist.....	156
Engineering Tech.....	79
Engineer 1	113
Engineer 2	120
Engineer 3	125
Engineer 4	140-152
Engineer 5	174-185
Engineer 6	179

Reimbursable Expenses include but are not limited to:

Auto Mileage.....	\$.65/mile
Outside Consultants, Fees, Shipping, Supplies, Travel and Per Diem.....	1.05xcost

Appendix E

Project Schedule

Based on a notice to proceed by Billings dated no later than July 28, 2020, the targeted completion dates for the Engineer's work shall be:

Task 1	Project Initiation	
1.1	Project Kickoff Meeting	August 2020
1.2	30% Draft Study Meeting	September 2020
1.3-1.4	Submit Draft Study and Conduct Draft Study Meeting	October 2020
1.5	Final Study Meeting	November 2020
1.6	Submit Final Study	Late November 2020
Task 2	Project Design	
2.1-2.2	Submit Draft Design Documents & Draft Design Meeting	February 2021
2.3	Final Design Meeting	Late February 2021
2.4	Final Design Documents	March 2021
Task 3	Bidding Services	April 2021
Task 4	Construction Engineering Services	May – August 2021

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