

Contract for Professional Engineering Services

W.O. 22-01, Schedules 1 & 2: Water & Sanitary Sewer Main Replacements

In consideration of the mutual promises herein, City of Billings and DOWL 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 2 pages (Methods and Times of Payment);

Appendix C consisting of 1 pages (Additional Services of Contractor);

Appendix D consisting of 5 pages (Schedule of Professional Fees);

Appendix E consisting of 1 pages (Project Schedule);

Appendix F consisting of (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" or "City" means the City of Billings.
- C. "Contractor" or "Engineer" means DOWL.

Section 2. Scope of Services.

- A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
- B. Billings shall pay the Contractor in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.

- C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.
- D. The Engineer shall provide as-built drawings as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings are received by the City of Billings. Requirements for submitting as constructed documents of completed Private Contracts, Work Orders, Special Improvement Districts and Site plans involving any City of Billings infrastructure: a point file; 1 (*.asc, *.txt, comma delimited; point number, northing, easting, elevation and description) / 2 (*.csv, with headings for; point number, northing, easting, elevation and description), with northings and eastings to the nearest tenth of a foot, elevations to the nearest hundredth of a foot, representing new, updated or relocated City of Billings infrastructure features such as, but not limited to Sanitary Sewer Manholes, Storm Drain Manholes, Water Valves, Water Bends, Signals, Street Light, etc., in the coordinates of Montana State Plane, Zone 2500 using NAD83(2011), Horizontal and NAVD88 Vertical, Horizontal units and Vertical units will be International feet, one half size paper copy to scale, one full size paper copy to scale, two CD's or DVD's with PDF files being half size to scale and full size to scale and AutoCAD DWG files as-constructed / as-built, Version 2016, or equivalent.

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on December 31, 2023.

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: Mac Fogelsong, P.E., City Engineer
City of Billings
Public Works Department
2224 Montana Avenue
Billings, Montana 59101 FAX: (406) 237-6291

Contractor: Wade Irion, P.E., Water Practice Lead
DOWL
222 North 32nd Street, Suite 700
Billings, Montana 59101 FAX: (800) 865-9847

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.
- G. The Contractor and subcontractor shall abide by the requirements of 41 CRF 60-1.4, which states employees or applicates may not be discharges or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees

or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

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: Wade Irion, PE, Water Practice Lead
(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.

- A. The Contractor shall indemnify, 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. Contractor's defense obligations mean only the reimbursement of reasonable costs to the proportionate extent of Contractor's actual liability obligation hereunder.
- B. 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.
- C. Billings shall indemnify, save, and hold Contractor harmless from any and all claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, arising from any wrongful or negligent act, error or omission of Billings or any agent, employee or subcontractor as a result of the Billings' or any subcontractor's performance pursuant to this Contract. Billings' defense obligations mean only the reimbursement of reasonable costs to the proportionate extent of Billings' actual liability obligation hereunder.
- D. Billings shall not indemnify, defend, save and hold the Contractor harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of the Contractor occurring during the course of or as a result of the performance of the Contract.
- E. 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

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 _____, 2021, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the _____ of _____, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires: _____

Note: **Final contract documents will require the Contractor's signature to be notarized if Federal funds are used.**

Appendix A

Basic Services of Engineer

Section 1. Engineer's Rights and Duties.

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

- J. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Paul Swenson, P.E.

Section 2. Billings Rights and Duties.

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete Billings' portion of the project as designated in the scope of work.
- B. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Travis Harris, P.E.

Section 3. Scope of Work.

The project consists of design, bidding, and construction phase services for the *City of Billings W.O. 22-01, Schedules 1 & 2: Water & Sanitary Sewer Main Replacements* project. The project includes approximately 9,700 LF of water main replacement, including intersection laterals where appropriate and determined by the City, and 11,300 LF of sanitary sewer main replacement. It also includes the replacement of approximately 151 lead service lines from water main to curb stop along the water main replacement segments. Any additional segments of work requested by the City beyond the total project length of 21,000 LF shall be considered an Additional Service. This scope and associated budget assumes one package of bidding documents (one set of drawings and one project manual) and two construction contracts.

Professional services generally include design of replacement water and sanitary sewer mains, design surveys, geotechnical investigations and report, preparation of contract plans and specifications, assistance with competitive bidding, administration of the construction contracts, construction oversight, field staking, quality assurance testing, and closeout services. The scope of work covered by this Contract shall include the following tasks:

A. *Survey & Mapping*

1. Survey Control: Establish permanent horizontal and vertical control points along each project corridor using GPS survey methods. The horizontal and vertical datums shall be approved by the City. Permanent control points will generally be set at a spacing of one per block at street or alley intersections.
2. Aerial Mapping: Design survey will be completed using a small unmanned aircraft system (i.e., drone). A minimum of five ground control points will be used for each mapping segment to georectify the orthomosaic image and terrain mapping derived from drone aerial imagery. Establish temporary control points as needed to supplement permanent control points for this purpose. Drone mapping will be completed by a licensed FAA Part 107 remote pilot, and FAA regulations will be followed. Flight approval will be obtained using the LAANC system. The project plans will use aerial imagery from the drone mapping as a background, and key elevations will be obtained from the collected topographic data. Drone flights will occur after most of the tree leaves have dropped in order to gather the appropriate level of survey data necessary for the project design. If drone mapping is substantially delayed or impeded due to snow cover, late-season tree cover, or other similar causes, the overall project schedule and/or the amount of survey information provided will be impacted. In this event, this scope covers only limited GPS survey pickups of the ground surface along the centerline of the new water or sewer main alignment, including water valve and manhole lids of the utility being replaced. DOWL will make reasonable efforts to schedule and conduct drone mapping to occur within

available weather openings and during acceptable site conditions so as to avoid project delays or the need to make contingent survey plans.

3. Right-of-Way: City-provided GIS information will be used to delineate approximate property and right-of-way lines on the plans. The plans will show street addresses and block/lot designations. Property corner searches and plat research or delineation are not included in this scope. All work is currently expected to be within existing City right-of-way or easements, so this scope of work does not include any assistance with easement acquisition, such as additional legal survey, preparation of easement exhibits, or other related tasks.
4. Existing Utilities & Services: City-provided GIS information will be used to delineate existing water, sewer, and storm drain mains. Utility locates will be requested prior to the drone survey using the One-Call service, and located utilities will be delineated from the drone imagery. Field-marked private utility information will be supplemented with available mapping information, if provided by the various utilities upon request. It is assumed that City staff will locate all water services prior to the drone survey such that a separate survey of curb stops is not required. Unlocated water services, or services not visible in drone mapping, will be delineated using City-provided service records. Sewer service locations will be determined from City-provided CCTV videos and service records. Approximate water, sewer, and storm drain depths will be established from City-provided as-built drawings. Utility measure-downs, including water valves, sewer manholes, and storm manholes/inlets, will be performed for the pipeline type being replaced and only as needed where as-built information does not exist or for any potential conflict or minimal clearance with new work.
5. Deliverables:
 - a. High-resolution georectified orthomosaics in TIFF and KMZ formats for each project segment
 - b. High-resolution georectified point clouds in LAS format for each project segment

B. Geotechnical

1. Geotechnical Investigations: Perform geotechnical engineering tasks, drilling exploratory borings, drilling shallow pavement borings, piezometer installation, sampling, and laboratory testing, as necessary, to determine pavement section thicknesses, subgrade treatment, groundwater conditions, utility foundation and backfill, and thrust block recommendations. This scope is based on drilling 25 borings to depths of about 10-15 feet and 10 pavement borings to depths up to two feet. Two of the borings will be completed with piezometers for groundwater monitoring. Soil borings in the general project area, from past projects, will be referenced, if available. Perform literature review of documented environmental issues directly adjacent to project areas; no additional drilling, sampling, or testing is included in this environmental review.
2. Geotechnical Report: Prepare a geotechnical report based on the findings of the geotechnical investigations, with recommendations to be incorporated into the construction specifications.
3. Deliverables:
 - a. Geotechnical report, including bore logs and test results, incorporated into project manual

C. Pipeline Designs

1. General Water Main Design: Design utility alignments and profiles for water mains. New water mains will be designed along the existing horizontal alignments and with 6.5 feet of ground cover unless the required separation from other utilities cannot be achieved. Pipeline sizes will match existing sizes unless otherwise directed by the

- City; no hydraulic modeling, field flow metering, or other sizing studies are included in this scope.
2. General Sewer Main Design: Design utility alignments and profiles for sewer mains. Evaluate each sewer segment for the feasibility of both open-cut and cured-in-place pipe (CIPP) lining replacement methods; design each alternative as applicable. Review of City-provided CCTV videos will be relied upon for condition assessment of existing pipelines. New sewer mains will be designed along the existing horizontal alignments and within the vertical constraints of existing upstream and downstream connection elevations, service depths, and minimum slopes. Pipeline sizes will match existing sizes unless otherwise directed by the City; no hydraulic modeling, field flow metering, or other sizing studies are included in this scope.
 3. Lead Water Services: Document lead water services to be replaced from water main to curb stop from City-provided records. The City will conduct all communication with property owners and necessary testing during design and construction for lead service replacements.
 4. Subsurface Potholing: If necessary, identify locations to perform subsurface potholing at critical utility crossings or conflicts to identify specific utility elevations or locations. Survey the elevations and locations in the field for incorporation into the design and restore the surfacing. Due to the uncertainty of the amount of potholing that will be required, this scope and the associated professional fee includes an allowance of \$10,000 for the subcontracted costs of a vacuum truck and any traffic control required to perform the potholing.
 5. Design Considerations:
 - a. Identify issues related to construction work hours, work zones, construction sequencing, disruptions to private access and parking, and other site constraints and issues relating to construction. Coordinate various construction considerations with the City and incorporate appropriate written specifications.
 - b. Prepare written specifications addressing project-specific construction traffic control requirements. Traffic control layouts will be the responsibility of the construction contractor in conformance with the traffic control drawings in the City of Billings Standard Modifications. No site-specific traffic control plans will be prepared for this project.
 - c. Prepare written specifications addressing project-specific temporary water requirements. Temporary water layouts and water main acceptance testing planning and sequencing will be the responsibility of the construction contractor in conformance with the specifications. Preparation of temporary water/fire plans or acceptance testing plans is not included in this scope of work.
 - d. Prepare details and specifications for thrust blocks, restrained joints, surface restoration, insulation, cathodic protection using sacrificial anodes at metallic appurtenances, and other required project features.
 - e. For the water main replacement on Yellowstone Avenue between 1st and 2nd Street West, we will rely on City-provided CCTV video of the parallel "overflow" storm drain main (in potential conflict and having unclear function) and a City recommendation for perpetuating this storm drain relative to the new water main alignment.
 - f. For instances of existing storm drain inlets/pipelines overlying the approximate alignment of sewer main replacements, this scope assumes that no alternate storm drain design will be required and that the existing storm drain will be perpetuated in kind.
 6. Plans & Project Manual: Prepare preliminary (30%), pre-final (90%), and final (100%) plans, project manual, and opinions of probable cost. Plans and project manual will be prepared in accordance with Montana public Works Standard Specifications (MPWSS) and City of Billings Standard Modifications, latest editions. City-provided

lower resolution aerial imagery will be used as a placeholder in the plans during preliminary design. Attend design review meetings at each design stage, and other necessary coordination meetings or field reviews, with City staff. Send pre-final plans to private utilities for review and comment, and coordinate with utilities as needed regarding potential conflicts. Stamp and sign all final plans and project manual with the seal of a Professional Engineer.

7. Deliverables:
 - a. Preliminary (30%) plans; PDF and/or 11"x17" format
 - b. Pre-final (90%) plans; PDF and/or 11"x17" format, and one set of 22"x34" drawings upon request
 - c. Pre-final project manual and opinion of probable cost; PDF format
 - d. Final (100%) plans and project manual for approvals and bidding; PDF and/or 11"x17" format

D. Public & Agency Involvement

1. Stakeholder Coordination: Coordinate with City staff, adjacent property owners, and other private and public stakeholders in the development of utility improvements. Compile property owner and occupant information for adjacent parcels and create address database. Prepare and send one comprehensive informational mailing to all property owners and residents, which shall include general project information, notification of a public meeting, general construction information, business questionnaires, and notification of the construction informational website and email list. Attend two public informational meeting during final design. Conduct one-on-one follow-up discussions with individual businesses as requested or determined to be necessary to address questions or design considerations. Coordination shall include determining approval or permitting requirements from the Montana Department of Transportation (MDT) for the Montana Avenue sewer segment and from Montana Rail Link (MRL) for the 1st Avenue South alley sewer segment crossing a spur line.
2. Permitting: Apply for all Owner-required permits, licenses, and approvals necessary to construct the project. This scope assumes submittal packages to: (a) Montana Department of Environmental Quality (MDEQ), (b) MDT, and (c) MRL. The City will pay all permitting fees directly. Construction stormwater permits and construction dewatering permits shall be the responsibility of the construction contractor and are excluded from this scope.
3. Deliverables:
 - a. Property owner informational letter
 - b. Design report, certified checklists, and other MDEQ submittal requirements
 - c. MDT construction approval/permitting documents
 - d. MRL construction approval/permitting documents

E. Bidding Assistance

1. Bid Form: Tabulate project quantities and create bid schedule. Finalize the Engineer's opinion of probable cost based on final quantities.
2. Pre-Bid Services: Supply all bidding documents necessary for bidding and construction. Distribution of the plans and project manual will be done electronically using the City's Quest CDN service and through www.montanabid.com. No hard copies of the plans and project manual will be provided to bidders. Provide bid advertisement text to the City for publication. Submission of the advertisement to publications and the cost for advertising will be responsibility of the City. The planholders list will be maintained through Quest CDN. Schedule and conduct a pre-bid conference, prepare meeting agenda and minutes, answer bid questions, and prepare any necessary addenda.
3. Post-Bid Services: Attend the bid opening, analyze the bids, prepare and distribute a

- bid tabulation, and make construction contract award recommendation(s).
4. Construction Contracting Services: Assist the City in procurement of the final contract agreement, review bonds and insurance provided by the construction contractor, assemble and distribute conforming copies of contract documents, and issue a Notice to Proceed for construction.
 5. Deliverables:
 - a. Bidding documents; PDF format
 - b. Final opinion of probable cost
 - c. Bid advertisement
 - d. Pre-bid meeting minutes
 - e. Addenda, as required
 - f. Bid tabulation
 - g. Recommendation of Award letter and Notice of Award
 - h. Conforming copies of the construction contract; 4 sets total
 - i. Notice to Proceed

F. Construction Administration & Inspection

1. Principal Assumptions: This scope and the associated professional fee assume:
 - a. Two construction contracts and up to two prime contractors for this project.
 - b. A total combined construction contract duration of 324 calendar days assuming a single mainline pipelaying crew producing an average of 65 LF per contract day and standard 10-hour workdays.
 - c. Engineer shall consult with the City and act as representative for the City as defined in the construction contract documents, which will incorporate the MPWSS, and specifically the General Conditions contained therein as modified by the City of Billings Standard Modifications, latest edition.
 - d. The extent and limitation of the duties, responsibilities, and authority of the Engineer will be as assigned in the construction contract documents and shall not be modified, except as Engineer may otherwise agree in writing.
2. Pre-Construction Services: Schedule and conduct a two pre-construction conferences, publish meeting minutes, and answer contractor questions. Conduct a pre-construction field review with the contractor as necessary. Design phase drone imagery will serve as the primary pre-construction photo documentation. Supplemental photos will be taken from the ground in areas not visible in drone imagery.
3. Submittal Review: Review contractor's submittals, such as shop drawings, samples, equipment, mix designs, aggregates, and other data, for conformance to the contract documents. This review does not include acceptance review of any dewatering plans, and shall not extend to contractor's means, methods, techniques, sequences, procedures, or safety programs.
4. Inspection: Provide construction observation using resident project representatives (RPRs) to assist Engineer in observing progress, quality of work, and conformance to the contract documents and other applicable codes and standards. One full-time RPR will be provided for each primary pipeline crew utilized by the contractor, with up to three RPRs simultaneously. Without knowing the individual contract breakdowns or contractor scheduling and sequencing at the time of scope preparation, the budget assumes four construction crews/RPRs at 81 calendar days each. Additional time for RPRs includes contract review and preparation, early temporary water inspection, report preparation, and punchlist item completion. Inspection activities shall include review of all major work items. RPR will prepare daily inspection reports, daily quantity summaries, weekly progress reports, weekly workforce and equipment reports, and other reports as required. RPR responsibilities are further defined in the General Conditions contained in the City of Billings Standard Modifications, latest

- edition.
5. Quality Assurance (QA) Materials Testing: Develop and implement a QA testing plan for materials testing in accordance with the City of Billings Standard Modifications, latest edition. Provide qualified personnel, equipment, and supplies for field testing of materials throughout construction, including density tests, proctors, asphalt, and concrete testing. Monitor and collect results from contractor's separate quality control materials testing program. Since QA services may vary based on the contractor's means and methods, an allowance of up to \$50,000 has been provided for this construction materials testing scope.
 6. Construction Staking: Provide personnel, equipment, and supplies for field staking of principal elements of the construction layout, including centerline locations and offsets for valves, hydrants, horizontal fittings, manholes, and intermediate points at approximately 100-foot intervals, to give the contractor measurements, lines, locations, and grade necessary for construction. The contractor will be responsible for any detailed layouts, such as laser and/or other line and grade establishment techniques for laying pipe between staking intervals.
 7. Construction Administration:
 - a. Respond to contractor requests for information. Issue necessary clarifications and interpretations of the contract documents. Notify the City immediately of any contract problems or deviations from the approved contract documents. Issue notices as required by the construction contract. Recommend and prepare Work Change Directives and Change Orders for the City as necessary. Change Orders that require additional design or construction services by Engineer will be considered Additional Services and compensated in accordance with the provisions of this Contract.
 - b. Make visits to the site at intervals appropriate to various stages of construction to observe, as an experienced and qualified design professional, the progress of the contractor's work. Visits by the Engineer shall be limited to spot checking and similar methods of general observation of the work as assisted by the RPR.
 - c. Receive, review, and transmit to City all contractor requests for City staff involvement and approvals, such as valve and hydrant operation requests, water quality sampling requests, traffic control reviews, etc. Monitor that the required advance notice requirements are being met by contractor for all requests to the City for reviews, inspections, operations, and testing.
 - d. Review and recommend monthly contractor payment requests.
 8. Weekly Construction Meetings: Attend and conduct a weekly construction meeting with the City and each contractor. Allow up to 3 hours per week per contract, assuming two 24-week contracts, for the weekly construction meeting and any related follow-up activities.
 9. Informational Updates: Prepare weekly project informational update content via email, including current project maps and work descriptions. The City will host and maintain the website and social media platforms to publicize the information.
 10. Substantial Completion Services: Conduct substantial completion and final inspections with City and contractor. Prepare and monitor punchlist items required for completion of the work by contractor.
 11. Record Drawings: Maintain documentation of all field installations, including the location of all underground utilities encountered during construction, for assistance with preparation of project record drawings. Prepare record drawings by incorporating all field modifications to the construction drawings. Survey all new primary water and sewer main surface features (e.g., hydrants, valve boxes, manholes) following project completion to incorporate into the record drawings and to provide accurate State Plane Coordinates of these features to the City. Allow review by City of record drawings prior to issuing final record drawings. Record drawings will also include, at a

minimum, the location and depth, where available, of all underground utilities installed or uncovered.

12. Anniversary Inspection: Conduct one-year and two-year anniversary inspections of the project. Identify deficiencies and warranty items requiring correction and provide notification to contractor.
13. Deliverables:
 - a. Pre-construction meeting minutes
 - b. Contractor submittals; electronic copy to City
 - c. Weekly RPR inspection reports, upon request
 - d. Monthly quality assurance materials testing reports, upon request
 - e. Miscellaneous construction forms, as required
 - f. Review set of record drawings; 11"x17" and/or PDF format
 - g. Final record drawings, in accordance with Part I, Section 2, Article D of this Contract, and as required by MDEQ. The DWG file provided shall be on the project ground coordinate system. The information provided in State Plane Coordinates shall be limited to a point file, or equivalent, of all new primary water and sewer system features only.

G. Project Management & Quality Assurance

1. Project Management: Provide project management services throughout design and construction. This task includes all project communication and coordination with the City and all effort necessary to control the schedule and budget of the project.
2. Internal Quality Assurance: Provide internal quality assurance services throughout design and construction, including review of all reports, plans, and specifications developed.

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.

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.

1. Survey & Mapping	\$56,815
2. Geotechnical	\$45,580
3. Design	\$221,100
4. Public & Agency Involvement	\$40,250
5. Bidding Assitance	\$58,700
6. Construction Administration & Inspection	\$670,525
7. Project Management & Quality Assurance	\$60,700

- 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. Requests made or conditions identified which are beyond the scope and intent of the services identified under Appendix A.
- 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.
- C. Revisions or additions, when such revisions or additions are inconsistent with written approvals or instructions previously given, required by enactment or revisions of codes, laws, or regulations, or are due to other causes not solely within control of the Engineer.
- D. Additional time and/or services resulting from additional requirements imposed by any funding source for the use of those funds, as outlined in Part I, Section 14 of this Contract.

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.



MONTANA FEE SCHEDULE

Personnel Billing Rates

Personnel are identified on our invoices by name and/or labor category.

Description	Rate	Description	Rate
Accounting Manager	\$160	Engineer VI	\$180
Accounting Technician	\$95	Engineer VII	\$190
Administrative Assistant	\$65	Engineer VIII	\$200
Administrative Manager	\$100	Engineer IX	\$225
Biologist I	\$105	Engineer X	\$240
Biologist II	\$115	Engineering Technician I	\$75
Biologist III	\$125	Engineering Technician II	\$90
Biologist IV	\$135	Engineering Technician III	\$100
Biologist V	\$180	Engineering Technician IV	\$115
CAD Drafter I	\$80	Engineering Technician V	\$130
CAD Drafter II	\$95	Engineering Technician VI	\$150
CAD Drafter III	\$105	Environmental Specialist I	\$95
CAD Drafter IV	\$115	Environmental Specialist II	\$110
CAD Drafter V	\$125	Environmental Specialist III	\$115
Civil and Transportation Designer	\$100	Environmental Specialist IV	\$125
Contract Administrator I	\$135	Environmental Specialist V	\$130
Contract Administrator II	\$160	Environmental Specialist VI	\$165
Corporate Development Manager	\$195	Environmental Specialist VII	\$185
Crew Chief I	\$95	Environmental Specialist VIII	\$200
Crew Chief II	\$105	Environmental Specialist IX	\$220
Crew Chief III	\$110	Environmental Specialist X	\$240
Crew Chief IV	\$120	Field Project Representative I	\$90
Crew Chief V	\$130	Field Project Representative II	\$100
Cultural Resources Specialist I	\$95	Field Project Representative III	\$130
Cultural Resources Specialist II	\$115	Field Project Representative IV	\$145
Cultural Resources Specialist III	\$120	Geologist I	\$110
Cultural Resources Specialist IV	\$155	Geologist II	\$120
Cultural Resources Specialist V	\$170	Geologist III	\$130
Document Production Supervisor	\$125	Geologist IV	\$150
Engineer I	\$105	Geologist V	\$180
Engineer II	\$115	GIS Coordinator	\$145
Engineer III	\$130	GIS Manager	\$155
Engineer IV	\$150	GIS Specialist	\$95
Engineer V	\$170	GIS Technician	\$80



Graphics Designer	\$105
Intern I	\$60
Intern II	\$80
Laboratory Manager	\$100
Laboratory Supervisor	\$80
Landscape Architect I	\$105
Landscape Architect II	\$120
Landscape Architect III	\$135
Landscape Architect IV	\$150
Landscape Architect V	\$165
Landscape Architect VI	\$175
Landscape Architect VII	\$185
Landscape Designer	\$90
Landscape Planner	\$110
Lead Materials Technician	\$90
Marketing & Administrative Manager	\$195
Marketing Assistant	\$80
Marketing Coordinator	\$100
Materials Manager	\$105
Materials Technician	\$65
Materials Technician II	\$75
Planner I	\$95
Planner II	\$120
Planner III	\$130
Planner IV	\$150
Planner V	\$165
Planner VI	\$175
Planner VII	\$185
Planner VIII	\$200
Planner IX	\$215
Planner X	\$255
Planning Technician	\$85
Professional Land Surveyor I	\$95
Professional Land Surveyor II	\$105
Professional Land Surveyor III	\$115
Professional Land Surveyor IV	\$125
Professional Land Surveyor V	\$135
Professional Land Surveyor VI	\$140
Professional Land Surveyor VII	\$150
Professional Land Surveyor VIII	\$160

Professional Land Surveyor IX	\$185
Professional Land Surveyor X	\$195
Professional Land Surveyor XI	\$210
Project Administrator	\$110
Project Assistant I	\$90
Project Assistant II	\$105
Project Controller	\$140
Project Manager I	\$135
Project Manager II	\$150
Project Manager III	\$165
Project Manager IV	\$180
Project Manager V	\$195
Project Manager VI	\$210
Project Manager VII	\$225
Proposal Manager	\$115
Public Involvement Assistant	\$90
Public Involvement Coordinator	\$130
Public Involvement Planner	\$110
Public Involvement Program Manager	\$175
Real Estate Services Manager	\$155
Right of Way Agent I	\$100
Right of Way Agent II	\$115
Right of Way Agent III	\$130
Right of Way Agent IV	\$145
Right of Way Agent V	\$160
Right of Way Agent VI	\$190
Right of Way Assistant	\$90
Risk Manager	\$175
Senior CAD Drafter	\$145
Senior Civil and Transportation Designer	\$145
Senior Manager I	\$215
Senior Manager II	\$235
Senior Manager III	\$245
Senior Manager IV	\$280
Senior Manager V	\$290
Senior Manager VI	\$310
Senior Materials Technician	\$95
Senior Proposal Manager	\$175
Survey Crew Surveyor I	\$65
Survey Crew Surveyor II	\$75



Survey Crew Surveyor III	\$85	Survey Technician V	\$95
Survey Crew Surveyor IV	\$95	Survey Technician VI	\$105
Survey Crew Surveyor V	\$105	Survey Technician VII	\$120
Survey Technician -- Supervisor	\$130	Survey Technician VIII	\$130
Survey Technician I	\$65	Survey Technician IX	\$145
Survey Technician II	\$70	Systems Administrator	\$130
Survey Technician III	\$75	Technical Coordinator	\$155
Survey Technician IV	\$90		

Survey Crews

One-Person Survey Crew	=	\$135/hour
One-Person Survey Crew GPS/ Robotics	=	\$155/hour
Two-Person Survey Crew	=	\$190/hour
Two-Person Survey Crew GPS/ Robotics	=	\$200/hour
Two-Person Survey Crew (PLS + LSIT)	=	\$235/hour
Three-Person Survey Crew	=	\$275/hour

Travel, Mileage, & Miscellaneous

Lodging	=	Cost per night
Airfare	=	Cost
Vehicle Usage – Passenger Cars	=	0.85/mile
Vehicle Usage – Trucks & SUV's	=	1.05/mile
Printing/Supplies/Phone/Fax/Postage	=	Note 3
In-House Usage Charges	=	Note 4

Per Diem

Unless otherwise specified contractually, per diem will be billed when travel is more than 50 miles from the office during a meal allowance period of three or more consecutive hours or involves an overnight stay. The three meal allowance periods are breakfast (midnight to 10 am), lunch (10 am – 3 pm) and dinner (3 pm to midnight).

	Breakfast	Lunch	Dinner	Incidentals	GSA Per Diem Rate
Billings	\$13.00	\$14.00	\$23.00	\$5.00	\$55.00
Bozeman	\$14.00	\$16.00	\$26.00	\$5.00	\$61.00
Butte	\$13.00	\$14.00	\$23.00	\$5.00	\$55.00
Helena	\$16.00	\$17.00	\$28.00	\$5.00	\$66.00

All other cities not listed above, please use the following link: <https://www.gsa.gov/travel/plan-book/per-diem-rates>
 Please use the following link for the meal breakdown: <https://www.gsa.gov/travel/plan-book/per-diem-rates/meals-and-incidentals-expenses-mie-breakdown>

Notes

1. DOWL's Professional Services Fee Schedule is subject to adjustment each year or at the end of a contract period, whichever is appropriate. Should adjustments be anticipated or required, such adjustments will not affect existing contracts without prior agreement between Client and DOWL.
2. Straight-time rates are given. Multiply by 1.5 for overtime rates. Overtime rates will be applied at the rate prescribed by applicable state law.
3. Direct reimbursable expenses such as travel, freight, subcontractors, and request beyond those requests considered reasonable by the Project Manager for phone/fax/postage, office supplies, reproduction and photography, and laboratory analysis will be billed at cost plus the negotiated markup.
4. In-house equipment usage charges or specialized software/equipment that are not separately stated on the fee schedule will be negotiated at rates deemed fair and reasonable.
5. Late charges will be assessed on the unpaid balance of all accounts not paid within 30 days of the billing date, at a rate of 1.0 percent per month (12% per year).

Appendix E

Project Schedule

Based on a notice to proceed by Billings date no later than September 13, 2021, the completion date for the Engineer's work through final design shall be:

- | | |
|---|-------------------|
| A. Preliminary (30%) Design: | November 26, 2021 |
| B. Pre-Final (90%) Design: | January 7, 2022 |
| C. Final (100%) Design and Bid Advertisement: | February 4, 2022 |

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.