



## Contract for Professional Architectural and Engineering Services

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### Project: City of Billings W.O. 25-01: Contract 3 – Rosemont Way Water Main Replacement

In consideration of the mutual promises herein, the City of Billings and Morrison-Maierle, Inc. agree as follows. This Contract consists of:

- Part I, consisting of 15 Sections of Special Provisions;
- Part II, consisting of 11 Sections of General Provisions;
- Appendix A consisting of 6 pages (Basic Services of Contractor);
- Appendix B consisting of 2 pages (Methods and Times of Payment);
- Appendix C consisting of 1 pages (Additional Services of Contractor);
- Appendix D consisting of 4 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 pages (Project Schedule);
- Appendix F consisting of 32 pages (Certificate(s) of Insurance); and

### PART I SPECIAL PROVISIONS

#### Section 1. Definitions.

In this Contract:

- A. "Administrator" means the City Administrator or his designee.
- B. "Billings" means the City of Billings.
- C. "Engineer" and/or "Contractor" means Morrison-Maierle, Inc.
- D. In Appendix A, Contractor is referring to the construction contractor.

#### 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 March 1, 2026. The parties may extend this agreement, by mutual concurrence, for up to three months, in writing prior to its termination.

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 or Contractor terminates services for cause, 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: City Engineer (Mac Fogelson, PE)  
City of Billings  
Public Works Department  
2224 Montana Avenue  
Billings, Montana 59101 FAX: (406) 237-6291 / PHONE: (406) 657-8232

Contractor: Morrison-Maierle, Inc.  
Jill Cook, PE  
315 North 25<sup>th</sup> Street, Suite 102  
Billings, Montana 59101 PHONE: (406) 656-6000

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 discharged 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: President or Vice 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.

- A. 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.
- 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, defend, save, and hold the 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 Billings' or any subcontractor's performance pursuant to this Contract.
- 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, MONTANA**

**Morrison-Maierle, Inc.**  
**BUSINESS NAME**

\_\_\_\_\_  
**WILLIAM A. COLE,  
MAYOR**

\_\_\_\_\_  
**SIGNATURE**

**APPROVED AS TO FORM:**

**Jill Cook, P.E.**  
**PRINT NAME**

\_\_\_\_\_  
**CITY ATTORNEY'S OFFICE**

**Vice President**  
**PRINT TITLE**

**ATTEST:**

\_\_\_\_\_  
**DENISE BOHLMAN, CITY CLERK**

## Appendix A

### Basic Services of Engineer City of Billings W.O. 25-01: Contract 3 – Rosemont Way Water Main Replacement

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

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

- J. 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 Kurtis DeShaw, P.E. working under the Principal-in-Charge, Jill Cook, 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 Engineer shall perform the work outlined in this agreement, including the completion of design and construction engineering phase services for W.O. 25-01: Contract 3 – Rosemont Way Water Main Replacement. Design and construction work includes approximately 1,750 linear feet (LF) of 8-inch water main to replace the existing 16-inch water main in Turnberry Circle and Rosemont Way.

The scope of work is summarized below:

*TASK 000 - PROJECT MANAGEMENT*

Project management for the design and construction phases will include all project coordination between the City and the consultant team members. This management task includes communicating ideas, questions, and issues to ensure the design encompasses the input from the project personnel for both the City and Morrison-Maierle. Project management also involves a project kickoff meeting and the effort necessary to control the project's quality, schedule, and budget.

*TASK 030 – SURVEY*

Design phase survey services are not included in this scope.

Construction phase survey services will consist of the following:

- Provide personnel, equipment, and supplies for construction layout and control.
- Staking shall include centerline locations and offsets for the principal components of the work (valves, hydrants, horizontal fittings) and intermediate points at approximately 100 feet between principal components for the water main.
- Survey shall reference and preserve all existing survey monuments and benchmarks. All monuments required within the project shall be punched and elevations shown on as-built drawings.

*TASK 039 – GEOTECHNICAL EVALUATION*

Geotechnical engineering will be provided by a subconsultant and shall include field observation and sampling, laboratory testing, and review of subsurface soils to determine appropriate pavement section design alternatives, sub-grade treatment, groundwater conditions, and foundations and backfill recommendations for utility installations. Recommendations for specific construction materials established in this review will be included in the project plans and specifications. Design geotechnical work will include up to two (2) soil borings in the planned water replacement areas at a depth of 10 feet and up to two (2) asphalt cores.

Quality assurance soil density tests, proctors, asphalt, and concrete testing are included in the construction materials testing scope up to \$6,000. Since actual geotechnical testing fees may vary based on the contractor's means and methods, the Engineer shall notify the City as construction progresses if an amendment will be required to cover services above this amount.

#### TASK 040 – DESIGN AND BIDDING

The following work will be performed under this task:

- Review existing record drawings to verify depths and locations of existing utilities. Perform valve and manhole measure downs to verify depths of existing water and sewer mains where this information is not available on record drawings, or to verify depths where there is minimal clearance at utility crossings.
- The City will locate the water services and notify the Engineer when the location is complete.
  - No additional location services are included in this scope.
  - Services that are not identifiable will be identified to be located by the contractor during construction.
- An initial search on the MDEQ database indicates there are no existing leaking underground storage tank (LUST) sites in the project areas. No additional provisions for LUST sites are included in this scope.
- Cathodic protection shall consist of fusion bonded epoxy coated bends and valves with Mars Caps for bolts and nuts and Poly Wrap around all fittings and valves. No additional design is included in this scope for cathodic protection.
- Only one pipeline alignment will be designed on the final plans.
- General, non-detailed temporary water provisions shall be incorporated into the specifications to discuss the pump station and coordination with the City on the installation of pressure reducing valves if required.
- Coordinate with permitting agencies, including the Montana Department of Environmental Quality (MDEQ), and public/private utilities. No permitting fees are included in the scope of this project.
- Traffic control will be addressed with written specifications and referencing the traffic control drawings in the City of Billings Standard Modifications to MPWSS. No other traffic control plans will be prepared by the Engineer for the other project areas.
- Prepare preliminary plans. Deliverables will include preliminary plans at 50% complete for review by the City. An electronic file (PDF) and one (1) 11"x17"

copy of the review set will be provided to the City for review. A PDF copy will also be sent to each utility company in the project areas. Engineer will follow up with the utilities to ensure they received the plans sent to them. Engineer will hold a meeting for utilities to attend to discuss potential conflicts, if any are expected.

- Hold a review meeting with City staff at 50% to discuss the project.
- Perform up to one field review with City and other agencies, as required.
- Develop 90% plans, specifications, quantity estimates, and opinion of probable costs for final review by City staff. Engineer will meet with City staff to review 90% comments. One 11"x17" copy of plans and one printed project manual will be provided to the City, as well as an electronic file (PDF).
- Seal and sign all final plans, specifications, submitted calculations, and reports with the seal of the Montana licensed Professional Engineer in responsible charge of the work.
- Submit plans, specifications, design summary, certified checklist, and any necessary deviation requests for the water main replacement to MDEQ for review. The City will pay respective permitting fees directly. Coordinate with MDEQ on any follow-up comments/requirements.
- Develop final plans and specifications incorporating any final comments from the City or DEQ.
- Prepare informational letter and deliver to property owners adjacent to the project areas. Attend one informational public meeting during design.

Bidding services will be provided as follows:

- This project will be planned to be bid in one schedule. Update the opinion of probable cost to be used for the bid opening.
- Provide bid advertisement text to City for publication. Submission of the advertisement to publications and the cost for advertising will be responsibility of the City.
- Distribution of plans and specifications will be done electronically using the City's Quest CDN service and through [www.montanabid.com](http://www.montanabid.com). No hard copies of the plans and specifications will be provided to the bidders. Two (2) 11"x17" copies will be provided to the City, as well as an electronic file (PDF).
- The plan holder's list will be maintained through Quest CDN.
- Answer prospective bidders' questions regarding the project.
- Schedule and hold a pre-bid conference with interested contractors and suppliers. Prepare agenda for the meeting.
- Prepare and distribute addenda as necessary.
- Attend bid opening, analyze bid proposals, publish a bid tabulation, and make recommendations on awarding a construction contract.

#### TASK 050 – CONSTRUCTION ADMINISTRATION

Construction administration will include the following tasks:

- Prepare digital copies of construction contract documents and distribute to Contractor and City.
- Schedule and hold a pre-construction conference prior to commencement of work at the site. Issue meeting minutes to Contractor and City.
- Take pre-construction photos and/or videos of proposed work areas.
- Coordinate appropriate quality assurance testing of materials intended for incorporation into the project and require documentation of testing results.
- Provide RPR services including observation of construction for confirmation of general conformance with the drawings and specifications. Observation of work shall be made on a full-time basis (for a duration of an 8-hour work day) while any major item of work is in progress. Major items of work shall include, but not be limited to, water main installation; subgrade preparation; gravel base course preparation; asphalt trench restoration; and concrete pouring and finishing. The RPR will attempt to prioritize observation of most critical items. Observation, however, is not exhaustive for time extended beyond the planned 8-hour work day. Each daily review shall be documented in a virtual format and kept in consecutive order with the project file. Copies of the daily review reports shall be furnished to the City as requested during construction. Engineer will notify the City as soon as practical of contract problems or deviation from approved plans.
- Coordinate and administer weekly progress meetings for a 35-calendar day project to substantial completion. It is assumed final completion shall be 7-calendar days after substantial completion.
- Coordinate with the public through the development and distribution of informational handouts at the start of construction.
- Prepare a weekly construction update email and project map showing work areas to include on the City's website or Facebook.
- This project is planned based on a construction contract time of 35-calendar days. It is assumed that only one (1) main line construction crew will be allowed to work on this project. This project is planned for one (1) RPR at ten (8) hours per working day for 25 working days. Additional RPR time includes 6 hours of preparation, pre-construction conference meeting, and contract review and 10 hours for punch list items.
- Coordinate with geotechnical subcontractor to interpret QA materials testing results and recommendations and coordinate with field observations.
- The Engineer shall record the location and depth, where available, of all underground utilities.
- Engineer shall ascertain that the Contractor has all needed permits to accomplish his work during construction.
- Review shop drawings, samples, equipment, temporary water plans, traffic control plans, valve operation requests, asphaltic concrete mix design, concrete mix design, aggregate, and other data submitted by the Contractor as described in the construction contract.
- Evaluate and respond to Requests for Information (RFI) from Contractor.
- Prepare monthly and final pay estimates for construction and prepare contract administration forms monthly. These will be submitted in Billings' approved format.
- Engineer shall provide City with geotechnical testing reports after construction.

- Prepare and recommend field orders and change orders when necessary due to conditions encountered during construction or City requested changes. Work resulting in contract overage will be processed by approved change orders using Billings' standard format.
- Engineer construction administration phase time included in this contract is capped at 8 hours for the project manager and 65 for the project engineer. Actual time required may vary based on the Contractor's means and methods. The Engineer shall notify the City as construction progresses if an amendment will be required to cover services above this amount.

#### TASK 060 – CLOSEOUT

Closeout services will be provided as follows:

- Following receipt of red-lined drawings from the general contractor and any review comments from Billings, make necessary changes and furnish Billings with record drawings in general accordance with Section 2D of Part I of this contract. Record drawings shall include, but not be limited to:
  - Locations of water services, bends, fittings, valves and hydrants will be measured in the field by the RPR.
  - All above elevations shall be referenced to a permanent benchmark elevation that is clearly shown on the plans.
  - Record drawings are due to the City within 60 days of the Contractor's final payment (contingent on the Contractor submitting as-built information) and before final payment to the Engineer.
- Schedule and make a final inspection with Billings and certify to DEQ that all construction items were constructed according to plans and specifications and are acceptable to the Engineer.
- Issue Certificate of Substantial Completion.
- Schedule and review the project with Billings prior to the expiration of construction warranty period and provide a certification of final acceptance. If any problems are found, send a list of deficiencies to Billings and Contractor and continue until acceptable.

#### TASK 088 – QUALITY ASSURANCE

Internal quality assurance will be provided for all reports, plans, and specifications furnished to the City or other agencies at the 50% and 90% submittals. The Quality assurance reviewer will also provide technical assistance to guide the design team.

## Appendix B

### Methods and Times of Payment City of Billings W.O. 25-01: Contract 3 – Rosemont Way Water Main Replacement

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

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

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 as described in Appendix A, the Engineer shall be paid based upon actual time accrued, but not to exceed the following total fee:

1. Task 000 – Project Management	\$6,450.00
2. Task 030 – Survey	\$3,650.00
3. Task 039 – Geotechnical	\$12,100.00
4. Task 040 – Design	\$44,050.00
5. Task 050 – Construction Administration	\$50,500.00
6. Task 060 – Project Closeout	\$7,100.00
7. Task 088 – Quality Assurance	<u>\$2,050.00</u>
<b>TOTAL</b>	<b>\$125,900.00</b>

- 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 project shall be paid for by a negotiated fee.

#### Section 3. Corrections.

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

#### Section 4. Fee Increases

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

## **Appendix C**

### **Additional Services of Engineer City of Billings W.O. 25-01: Contract 3 – Rosemont Way Water Main Replacement**

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

- A. Additional Services are defined as requests made or conditions identified which are beyond the scope and intent of the services identified under Appendix A.

## **Appendix D**

### **Schedule of Professional Fees City of Billings W.O. 25-01: Contract 3 – Rosemont Way Water Main Replacement**

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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.

# Section 1. Professional Services.



## Standard Billing Rate Schedule Effective Thru December 31, 2024

		Standard Rate	Overtime Rate
<b>Engineer</b>	Supervising Engineer V	\$287.00	\$287.00
	Supervising Engineer IV	\$280.00	\$280.00
	Supervising Engineer III	\$257.00	\$257.00
	Supervising Engineer II	\$246.00	\$246.00
	Supervising Engineer I	\$233.00	\$233.00
	Senior Engineer II	\$216.00	\$216.00
	Senior Engineer I	\$197.00	\$197.00
	Design Engineer II	\$186.00	\$186.00
	Design Engineer I	\$172.00	\$172.00
	Engineer Intern II	\$142.00	\$142.00
	Engineer Intern I	\$125.00	\$125.00
	<b>Planner</b>	Supervising Senior Planner	\$225.00
Senior Planner		\$195.00	\$195.00
Planner III		\$151.00	\$151.00
Planner II		\$138.00	\$138.00
Planner I		\$121.00	\$121.00
<b>Scientist</b>	Supervising Environmental Scientist	\$234.00	\$234.00
	Environmental Scientist III	\$186.00	\$186.00
	Environmental Scientist II	\$142.00	\$142.00
	Environmental Scientist I	\$121.00	\$121.00
	Environmental Technician	\$106.00	\$106.00
	Supervising Geologist	\$265.00	\$265.00
	Senior Geologist	\$222.00	\$222.00
	Geologist III	\$202.00	\$202.00
	Geologist II	\$164.00	\$164.00
	Geologist I	\$140.00	\$140.00
<b>Designer and Technician</b>	Senior Communications Designer	\$239.00	\$239.00
	Communications Designer	\$125.00	\$125.00
	CAD Designer III	\$164.00	\$164.00
	CAD Designer II	\$143.00	\$143.00
	CAD Designer I	\$133.00	\$199.50
	CAD Tech III	\$130.00	\$195.00
	CAD Tech II	\$111.00	\$166.50
	CAD Tech I	\$98.00	\$147.00
	Senior Engineering Designer	\$183.00	\$183.00
	Engineering Designer	\$125.00	\$125.00
<b>Resident Project Representative</b>	Senior Resident Project Representative	\$185.00	\$185.00
	Resident Project Representative IV	\$175.00	\$175.00
	Resident Project Representative III	\$166.00	\$166.00
	Resident Project Representative II	\$140.00	\$210.00
	Resident Project Representative I	\$126.00	\$189.00
<b>Administrative</b>	Administrative Manager	\$126.00	\$126.00
	Administrative Coordinator III	\$116.00	\$116.00
	Administrative Coordinator II	\$110.00	\$165.00
	Administrative Coordinator I	\$90.00	\$135.00
	Project Coordinator III	\$113.00	\$113.00
	Project Coordinator II	\$102.00	\$153.00
	Project Coordinator I	\$92.00	\$138.00
	Technical Intern	\$85.00	\$127.50
	Senior Communication Specialist	\$134.00	\$134.00
	Graphic Designer	\$106.00	\$106.00
	Health & Safety Administrator	\$140.00	\$140.00
<b>Survey</b>	Senior Survey Manager	\$226.00	\$226.00
	Survey Manager	\$176.00	\$176.00
	Land Surveyor IV	\$170.00	\$170.00
	Land Surveyor III	\$164.00	\$164.00
	Land Surveyor II	\$148.00	\$148.00
	Land Surveyor I	\$134.00	\$134.00
	Remote Sensing Specialist II	\$149.00	\$149.00
	Remote Sensing Specialist I	\$139.00	\$139.00
	Survey Technician IV	\$129.00	\$129.00
	Survey Technician III	\$114.00	\$171.00
	Survey Technician II	\$98.00	\$147.00
Survey Technician I	\$84.00	\$126.00	
<b>Expert Witness</b>	Recommended rate for expert witness services (depositions and/or time in court) is charged at an hourly rate of 150-200% of the standard billing rate.		

#### EQUIPMENT RATES

<u>Company Vehicle: highway miles - Pickups</u>	\$1.060/mile
<u>highway miles – Medium SUV</u>	\$ .798/mile
<u>highway miles - Small SUV</u>	\$ .671/mile
<u>highway miles - Sedan</u>	\$ .737/mile
<u>on-site mileage</u>	\$ .737/mile plus \$5.00/hour
<u>Private Vehicle</u>	\$ .670/mile
<u>ATV</u>	\$50.00/day
<u>UTV</u>	\$100.00/day
<u>Survey-Grade GNSS (1 Receiver)</u>	\$120.00/day
<u>Survey-Grade GNSS (2 Receivers)</u>	\$30.00/hour, \$240.00/day
<u>Resource-Grade (GIS) GNSS Receivers</u>	\$65.00/day
<u>Hovermap LiDAR Scanner</u>	\$50.00/hour, \$400.00/day
<u>Robotic Total Station</u>	\$30.00/hour, \$240.00/day
<u>Total Station</u>	\$80.00/day
<u>Trimble SX10 Scanning Total Station</u>	\$40.00/hour, \$300.00/day
<u>Trimble SX12 Scanning Total Station</u>	\$40.00/hour, \$300.00/day
<u>FARO Focus 3D Laser Scanner</u>	\$50.00/hour, \$400.00/day
<u>Hydrolite – TM Echosounder Kit</u>	\$100.00/day
<u>Raft-Hydro-Bathy Surveys</u>	\$100.00/day
<u>sUAS Survey Drone</u>	\$50.00/hour, \$400.00/day
<u>Nuclear Density Meter</u>	\$15.00/hour, \$50.00/day, \$200.00/week
<u>Airflow Balancing Hood</u>	\$75.00/day
<u>Core Drill</u>	\$10.00/hole
<u>Digital Level</u>	\$50.00/day
<u>Hammer Drill</u>	\$30.00/day

#### HYDROLOGICAL EQUIPMENT

<u>Conductivity Meter</u>	\$15.00/day
<u>Disposable Bailers</u>	\$10.00/each
<u>Dissolved Oxygen Meter</u>	\$20.00/day
<u>PH Meter</u>	\$15.00/day
<u>PH/Temp/Conductivity Meter</u>	\$25.00/day
<u>Water Sample Fee</u>	\$10.00/each
<u>In Situ Level Troll 700</u>	\$63.00/day, \$250.00/week
<u>AquaCalc Pro</u>	\$60.00/day, \$120.00/week
<u>Marsh McBirney 2000 Flowmeter</u>	\$60.00/day, \$120.00/week
<u>Global Water FP 111 Flowmeter</u>	\$25.00/day, \$75.00/week
<u>Submersible Pump (Redi Flo 2)</u>	\$155.00/day
<u>Water Level Meter, 300 Ft.</u>	\$25.00/day, \$50.00/week
<u>Water Level Meter, 500 Ft.</u>	\$35.00/day, \$75.00/week
<u>Oil/Water Interface Well Probe</u>	\$40.00/day, \$120.00/week
<u>Hach Flo-Dar (logger &amp; sensor)</u>	\$400.00/week, \$1,000.00/month
<u>Rain Gauge Sensor</u>	\$15.00/week, \$60.00/month

#### PRINTING EXPENSES

<u>Black &amp; White Copies</u>	\$ .10/8.5x11, \$ .13/8.5x14, \$ .20/11x17
<u>Color Copies</u>	\$ .20/8.5x11, \$ .20/8.5x14, \$ .40/11x17
<u>Binding</u>	\$ .25/each
<u>Lamination</u>	\$1.00/each
<u>Oversize Print Black &amp; White</u>	\$5.00/each
<u>Oversize Print Color</u>	\$6.00/each
<u>Print &amp; Basic Mount</u>	\$12.00/each
<u>Print &amp; Machine Mount</u>	\$20.00/each
<u>Print, Machine &amp; Laminate White Board</u>	\$32.00/each

#### MISCELLANEOUS EXPENSE

<u>Lodging</u>	Current Rates
<u>Meals</u>	\$54.00/day

Materials and other direct costs will be invoiced at current rates plus minimum 10% markup. The following are included as direct costs: approved employee meals, lodging, transportation, premium delivery services (UPS, Federal Express, etc.), testing and survey supplies, premiums for special insurance, performance bonds, and consultants. Cost of professional liability insurance is included in the hourly rates of personnel.

Section 2. Materials and Other Direct Costs.

Materials and other direct costs will be invoiced at current rates, plus a ten percent (10%) handling fee. Included as direct costs are the following:

- A. Approved Employee Meals, Lodging, Transportation
- B. Premium Delivery Service (UPS, Federal Express, etc.)
- C. Toll Communication Services (Telephone, Fax, etc.)
- D. Supplies
- E. Premiums for Special Insurance, Performance Bonds, etc.
- F. Other Out-of-Pocket Expenses
- G. Consultants

The cost of Professional Liability Insurance coverage is included in the hourly rates of personnel.

## Appendix E

### Project Schedule City of Billings W.O. 25-01: Contract 3 – Rosemont Way Water Main Replacement

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Based on a notice to proceed by Billings date no later than December 16, 2024, the completion date for the Engineer's work through final design shall be:

1. Preliminary Engineering Services (50% Design): January 2025
2. Preliminary Engineering Services (90% Design): February 2025
3. Final Engineering Services (100% Design): March 2025
4. Above schedule assumes DEQ review will be completed within three (3) weeks of the 90% Design submittal.
5. The schedule assumes bidding in March and Construction to be completed by the end of summer 2025.

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

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

## **Appendix F**

### **Certificate(s) of Insurance City of Billings W.O. 25-01: Contract 3 – Rosemont Way Water Main Replacement**

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(Attach Certificate(s) of Insurance)