



Contract for Professional Architectural and Engineering Services

Project: W.O. 24-37 Stagecoach Trail

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

- Part I, consisting of 15 Sections of Special Provisions;
- Part II, consisting of 11 Sections of General Provisions;
- Appendix A consisting of 19 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 1 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. "Contractor" means HDR Engineering, Inc..

Section 2. Scope of Services.

- A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.

- B. Billings shall pay the Contractor in accordance with 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 and data 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 and data are received by the City of Billings. Requirements for submitting as constructed documents and data of completed Private Contracts, Work Orders, Special Improvement Districts and Site plans involving any 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.

Additional project documentation and data requirements reflecting as-built condition of City assets are as follows:

Digital Delivery Formats:

- **PDF Files:** One half size paper copy to scale, one full size paper copy to scale. Inclusion of manufacturer drawings and material lists.
- **Survey Point Files:** Required file formats: Comma delimited (asc, .txt, csv)
- **CADD Files:** AutoCAD DWG files, Version 2016, or equivalent. Required file formats: Drawing File (.dwg)
- **Geographic Information System (GIS) Files:** All spatial data provided to the City of Billings will be delivered in a format suitable for integration into the City's GIS System of Record including lines, points, and polygons digitally representing as-built assets. Required file formats:
 - File Geodatabase (.gdb)
 - Shapefiles (including, at a minimum .shp, .shx, .prj, .dbf, .xml)
- **CCTV Videos and Reports:** If post construction pipe inspection video was documented by contractor it will be provided along with corresponding reports at the time of as-built drawing and data submittal.

Metadata: Additional information to be included with deliverable.

- Date Captured and Delivered
- Data Description (e.g., unit of measure, abbreviations, code descriptions)
- Methods (e.g., technology and hardware used to generate data, field methods)
- Originator (e.g., contractor name, contact information)

Location Accuracy: Horizontal and vertical accuracy standards of spatial data deliverable.

- **Horizontal:** Data provided will be spatially accurate to within 1 Meter, with 95% probability.
- **Vertical:** Data provided will be spatially accurate to within 0.3048 Meter, with 95% probability.

Coordinate System and Unit of Measurement: Spatial data provided will be Montana State Plane, Zone 2500 using NAD83(2011), Horizontal and NAVD88 Vertical, Horizontal units and Vertical units will be international feet, GEOID18. Northing and easting coordinates will be in the grid distance system with precision to the nearest tenth of a foot, elevations to the nearest hundredth of a foot.

Attribute/Object Data: All noted delivery formats will include the following attributes or object data. *A supporting data dictionary file may be requested from the City that includes all noted fields below along with desired naming conventions and pick asset lists.*

- Point number or ID
- Northing, Easting, Elevation
- Feature Type (e.g., Manhole, Valve, Bend, Streetlight, etc.)
- Feature Description:
 - Size (e.g., Pipe Diameter, Manhole Cover Diameter)
 - Material
 - Measurement (e.g., Invert)
 - Manufacturer
 - Installation Date
- GPS Unit Make and Model
- Date and Timestamp
- Data Originator (e.g., contractor name)

Delivery Methods: Project documentation and data to be delivered as otherwise noted in the contract or utilizing one of the following methods.

- Secured Cloud-based Platform (e.g., Sharepoint, OneDrive, Box, etc.)
- External Hard Drive
- CD's or DVD's

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

Section 3. Time for Performance.

A. This Contract becomes effective when signed on behalf of Billings.

- B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on July 31st 2026. The parties may extend this agreement, by mutual concurrence, for an agreed amount, 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, 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 Billings because of the Contractor's failure to perform satisfactorily. The reasonable value of the

services rendered shall never exceed ninety percent (90%) of the total compensation allowable under Section 4 of this Part. Any finished or unfinished documents or materials prepared by the Contractor under this Contract shall become the property of Billings at its option.

- C. If the Contractor receives payments exceeding the amount to which it is entitled under Subsections A or B of this Section, he shall remit the excess to the Administrator within 30 days of receiving notice to do so.
- D. The Contractor shall not be entitled to any compensation under this Section until the Contractor has delivered to the Administrator all documents, records, Work product, materials and equipment owned by Billings and requested by the Administrator.
- E. If the Contractor's services are terminated for whatever reason the Contractor shall not claim any compensation under this Contract, other than that allowed under this Section.
- F. If a final audit has not been performed before the Contractor's services are terminated, Billings may recover any payments for costs disallowed as a result of the final audit.
- G. Except as provided in this Section, termination of the Contractor's services under Section 5 of this Part does not affect any other right or obligation of a party under this Contract.

Section 7. Insurance.

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

Section 8. Assignments.

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

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

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

Section 10. Notices.

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

Billings: Ken Ard, PE
City of Billings
Public Works - Engineering
316 N. 26th Street, Billings, MT 59101
Billings, Montana 59101

FAX: (406) 237-6291

Contractor: Bryant Johnson, PE
HDR Engineering, Inc.
970 S 29th St W
Billings, MT 59102

FAX: (406) 652-2758

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

Section 13. Financial Management System.

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

- A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Contract;
- B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Contractor's performance under this Contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
- C. Effectively controls and accounts for all municipal funds and Contract property;
- D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
- E. Allocates administrative costs to direct service delivery units;

- F. Minimizes the time between receipt of funds from Billings and their disbursement by the Contractor;
- G. Provides accounting records supported by source documentation; and,
- H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The Contractor shall state, in all solicitations or advertisements for employees to Work on Contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
- C. The Contractor shall comply with any and all reporting requirements that may apply to it which the City of Billings may establish by regulation.
- D. The Contractor shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this Contract, so as to be binding upon every such subcontractor or vendor of the Contractor under this Contract.
- E. The Contractor shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
- F. The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
- G. The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4, which states employees or applicants 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: Lisa Fischer, Tim Erickson, or Authorized Signatory
(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 deemed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Contract.

Section 8. Integration.

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

Section 9. Liability.

The Contractor shall indemnify, defend, save, and hold Billings harmless from any and all claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, arising from any wrongful or negligent act, error or omission of the Contractor or any agent, employee or subcontractor as a result of the Contractor's or any subcontractor's performance pursuant to this Contract.

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

CITY OF BILLINGS, MONTANA

BUSINESS NAME

**CHRIS A. KUKULSKI,
CITY ADMINISTRATOR
(or change to WILLIAM A. COLE, MAYOR)**

SIGNATURE

APPROVED AS TO FORM:

PRINT NAME

CITY ATTORNEY'S OFFICE

PRINT TITLE

ATTEST:

DENISE BOHLMAN, CITY CLERK

STATE OF MONTANA)
 :ss.
COUNTY OF YELLOWSTONE)

On this ____ day of _____, 2025, 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. If no Federal funds are involved, please remove the notary section before signing.**

Appendix A

Basic Services of Engineer

Section 1. Engineer's Rights and Duties.

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

by the Engineer. Reports will be submitted in a timely manner to permit prompt resolution of problems.

- J. Contract administration duties will include review of contractor certified payrolls for wage rate compliance. Discrepancies in certified payrolls will be resolved with the Contractor. A signed Engineer's Payroll Check Sheet (included in the Standard Modifications to MPWSS) will be submitted as proof of this review with one copy of each payroll.
- K. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Bryant Johnson, PE working under the Principal-in-Charge, Nick Pavia, PE.

Section 2. Billings Rights and Duties.

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

Section 3. Scope of Work.

W.O. 24-37 – Stagecoach Trail

General Project Information

The City of Billings (City) was awarded a TA Grant to design and construct a shared-use path near Zimmerman Trail to connect the Billings West End with the Skyline Trail. Construction will be accomplished through the Uniform Project Number 1043200, Federal-Aid Project Number TA 1001(8);TA 1001(9), titled Stagecoach Trail – Billings. The project will be delivered in accordance to the terms set forth in the *Funding, Maintenance, Construction and Local Agency Guidelines (LAG) Agreement* as signed by the City and State, as well as the *Local Agency Guidelines Manual*.

HDR has teamed with IMEG to perform professional services, as shown below, in connection with the W.O. 24-37 project.

- HDR Scope of work
 - Overall project management and coordination
 - Path Design
 - Geotechnical Design
 - Storm drain
 - Utility Coordination
 - R/W Coordination
 - Plan preparation
 - Assistance during bidding

- IMEG Scope of work
 - Engineering survey
 - Utilities Mapping
 - Cadastral survey
 - Construction staking

Project Assumptions

The following are assumptions associated with the scope of services for this project:

- The goal of the project is to bid after July 2026 and constructed at a time that meets project goals, and stakeholder needs. If project development exceeds this expectation, the project will be bid when both the City and HDR agree that the design is complete and ready for construction. The final schedule will be developed in collaboration with the City of Billings.
- Fees will be based on an average rate for 2025-2026. If the project extends beyond 2026, an amendment shall be necessary to define updated rates.
- Project does not include landscape architecture services.
- Scope of work does not include professional services during construction including, but not limited to, construction administration, construction observation/inspection, or record drawings.
- Development of plats or right of way acquisition is not included in this scope of services. HDR will coordinate temporary construction easements as necessary. The City will perform right of way acquisition based on design information provided by HDR. It is the City's intent not to obtain ROW at the project's onset.
- Engineering plan sets will not be developed as part of the 30% design submittal. CAD files will be developed for 30% design review.
- Up to three alignment alternatives will be developed with preliminary construction cost estimates as part of the 30% design and presented to the City. The City will provide, in writing, the selection of the preferred alternative.
- The path will connect to Skyline Trail to the north and Rimrock Road to the south.
- Parking or permanent vehicle access will not be included as part of the design.
- Project budget will be broken up into individual scope tasks that may roll up into a scope series. Subtasks will not be monitored separately as part of the budget and are presented in the scope for informational purposes. Individual tasks will not be restricted by a Guaranteed Max Price but will be presented separately for informational purposes.
- Drainage infrastructure improvements will meet the City of Billings Stormwater Management Manual and the local MS4 requirements as feasible. HDR will document improvements that do not meet these requirements with the City of Billings throughout design.
- Intersection improvements at the corner of Rimrock Road and Zimmerman Trail is not included in this scope.
- Scope does not include obtaining permits required for the project except as indicated explicitly in the Scope of Work document.

- Contractor will obtain their own SWPPP and as part of the Final Design package. HDR will provide blank erosion control sheets for contractors use for SWPPP permitting.
- Milestone submittals will be issued for comment as stated in scope of work. Separate submittals will not be issued for MDT. Comment resolution will be tracked with a single comment resolution document.
- PIH/FPR reports will not be developed.

Task 100 - Project Scoping

Description of Work: Attend scoping meetings, develop the project scope, fee and schedule.

Subtasks:

100.01 – Project Management and Coordination of Work. Coordinate with MDT, City, HDR Staff, and subconsultants to prepare the scope of services. This task also includes project setup and workplan development.

100.02 – Prepare Scope of Services. Attend scoping meetings. Prepare the project Scope of Services, schedule and engineering fee estimate.

Series 200 – Project Management

As part of this task, the Project Manager will lead coordination of the design team with the City, as well as manage the design team and subconsultants. Project Manager and Accountant will monitor project status, maintain project schedule, and prepare monthly invoices with progress reports.

Task 201 – Project Coordination, Invoicing, Progress Reports, Maintaining Project Schedule, Etc.

Deliverables:

- Monthly invoices and progress reports

Task 202 – Project Meetings

HDR will attend the following meetings:

- City and consultant project team kickoff meeting
- 30% Alignment Alternative meeting
- 60% Plan Review meeting
- 90% Plan Review meeting
- Monthly Progress and Coordination Meetings with MDT staff
- Internal HDR design coordination meetings

Assumptions:

- Up to 4 team members will attend each progress meeting in person or virtually to include a Geotechnical Lead, a Civil Lead, a Hydraulics Lead, and a Project Manager. Meeting attendance will be scaled according to workflow needs. Progress meetings are assumed to last up to one hour. Plan review meetings are assumed to last up to two hours.
- City PM and HDR PM will communicate on an informal basis regularly and as needed.

Deliverables:

- Meeting Minutes
- Comment Response PDF

Task 203 – Public Outreach

HDR will coordinate with homeowners adjacent to the project regarding project improvements. HDR will also coordinate with the City to support a presentation to Stakeholders, as necessary.

Up to two open house style public meetings will be conducted during project design and attended by the HDR PM, public involvement lead, and one other team member.

Landowner coordination will include the following meetings:

One meeting with project team and landowners adjacent to the project to discuss proposed project during the 30% design phase. Up to fifteen (15) one on one meetings with each landowner adjacent to the project to discuss existing issues/constraints and project improvements.

HDR will compile a public involvement summary report at the end of the design phase of the project summarizing public outreach effort, stakeholder coordination, and formal comments received for the project.

Assumptions:

- In-person, open house style public meetings are included in this scope. Additional in-person or virtual public meetings will need to be added by amendment.
- 1 City Council work session is included in this scope attended by the HDR PM.
- Individual landowner meetings will be held in-person.

Deliverables:

- Landowner Meeting Minutes
- Exhibits for public, council, and landowner meetings
- PI Summary Report

Series 300 – Survey**Task 301 – UAV Flights/Photogrammetric Corridor and Rock Face Topography**

IMEG will provide an FAA Certified Part 107 Drone Pilot to safely collect raw photographs, video footage of the critical vertical rock face and surrounding areas of the Zimmerman Trail/Project corridor. The images and video will be used to supplement reporting and create a photogrammetric 3D Model of the project corridor. Information will be collected with a registered and insured UAV platform, and a typical camera sensor will be utilized to collect the imagery outlined. Drone operators will adhere to FAA regulations and acquire the necessary waivers to perform the scope of work. Deliverables of Survey Tasks to be on the Montana State Plane Coordinate System (Zone 2500) and NAVD 88 Vertical Datum. "Project Corridor" for mapping purposes (Survey Tasks) to include lands from the easterly edge of asphalt of Zimmerman Trail, as constructed, and across lands owned by the City of Billings and being immediately adjacent to the generally easterly margin of Zimmerman Trail, beginning at the southerly right-of-way of Highway 3 and proceeding southerly to the northern boundary of privately held lots within the Durland Heights Subdivision; from said northern boundary of private lots, the corridor shall include the eastern half of the Zimmerman Trail right-of-way along the westerly side of Durland Heights Subdivision, proceeding southerly to the northern right-of-way of Rimrock Road, being the terminus of said corridor.

Task 302 – Aerial Imagery and Orthomosaic

IMEG will derive and deliver from the images and video captured during the UAV flights an Orthomosaic Aerial Image Overlay to assist in planning, design and promotional efforts.

Task 303 – Project Control and Supplemental General Ground Survey

IMEG will deploy traditional survey field crews to verify and augment photogrammetric 3D modeling efforts and locate surface features including, but not limited to, utilities as evidenced by surface features or marked by utility locators, structures, critical grade breaks, and clearly delineated rock outcroppings. This shall include on-the-ground topographic measurements in areas obscured from UAV cameras or areas where photogrammetric accuracies may be subject to interference. Sample measurements or "ground truthing" measurements to be taken along and within project corridor to verify accuracy of subsequent 3D model. Further, aerial targets/project control shall be placed to assist in UAV photogrammetry and future surveying efforts.

Task 304 – Project Corridor Boundary Location Survey

IMEG will conduct the necessary records document research, field investigation, computations and professional oversight to adequately determine the locations of real property boundaries along the project corridor and adjacent to the generally easterly right-of-way margin of Zimmerman Trail. Such boundaries shall be accurately depicted upon map/3D model deliverables. Should evolving project circumstances require a formal, recorded Certificate of Survey, additional scope and fee will be required when specific requirements thereof are apparent.

Deliverables: See IMEG scope of work.

Task 310– Preliminary Field Report (PFR)

Description of Work: HDR will develop a Preliminary Field Report (PFR) using MDT's PFR template. A draft PFR will be submitted to MDT for comment, with comments received being addressed to develop a final report.

Deliverables:

- Draft Preliminary Field Report
- Final Preliminary Field Report

Series 350 – Environment Compliance

The following tasks include the necessary studies and documentation to complete National Environmental Policy Act (NEPA)/Montana Environmental Policy Act (MEPA) environmental compliance for the project. The tasks defined under Task 350 are based on MDT's environmental consultant activities and have been modified to reflect the specific project and location.

Task 351 - Environmental Engineering Existing Conditions Report (MDT Activity 111)

Description of Work: Conduct analyses and document findings for Environmental Engineering Section responsibilities related to applicable regulations; resources present in the project area; potential impacts; and necessary avoidance, minimization, and mitigation.

Subtasks:

351.01 Prepare Draft Environmental Engineering Existing Conditions Report

1. Consult with the design team to discuss the purpose of and need for the project and the nature and scope of the project work.
2. Consult with agencies with jurisdiction over or interest in the proposed project. Perform field and/or literature review to identify:
 - a. Social and economic impacts, included induced growth
 - b. Low income and/or minority populations
 - c. Prime farmland and/or farmland of statewide importance
 - d. Visual quality/aesthetics
 - e. Historical, park and recreational resources that may be protected by Section 4(f)
 - f. Parks, recreational areas, or other properties acquired and/or improved with LWCF funds or with similar encumbrances
 - g. Surface water resources including irrigation, streams, wetlands, springs, etc.
 - h. Drinking water sources
 - i. Stormwater management facilities
 - j. Low Impact Development practice features
3. Consult with the design team to discuss the nature and scope of the work in the context of various regulatory authorities to determine if the following analyses will be necessary:
 - a. DEQ and/or local MS4 Permit requirements including need for Low Impact Development (LID) practices analysis.
 - b. Potential trigger for permitting from the US Army Corps (CWA Section 404 and/or Section 10), ability to comply with Nationwide and Regional Conditions,

- “practicable” avoidance and minimization measures, and availability of mitigation if necessary.
- c. Potential trigger for 401 Certification and which agency will have authority.
- d. Potential need for incorporation of Permanent Erosion and Sediment Control Measures (PESC) Manual.
- e. Potential trigger for Underground Injection Control (UIC) program requirements.
- 4. Determine and document potential social, economic and environmental impacts of the project. Taking into account avoidance and minimization efforts, prepare and distribute a written impact assessment including permanent, temporary, and cumulative impacts.

351.02 Prepare Final Environmental Engineering Existing Conditions Report

1. Incorporate comments received by City of Billings and MDT and prepare the Final Environmental Engineering Analyses Report.

Deliverables:

1. Draft Environmental Engineering Existing Conditions Report (electronic WORD format).
2. Final Environmental Engineering Existing Conditions Report (electronic PDF of signed document).

Task 352 - Hazardous Materials / Substances and Water Quality - ISA (MDT Activity 181)

Description of Work: Identify potential hazardous materials/substances and water quality contamination issues within the project area and determine if a Preliminary Site Investigation (PSI) is necessary. Work with MDT to finalize the Initial Site Assessment (ISA) Report.

Subtasks:

352.01 Perform Initial Site Assessment (ISA Checklist). Review may consist of review of translites, plans, as-builts, and photo log. Review historic land uses including, but not limited to, State and Federal Superfund list, MDEQ Underground Tank Program files, etc. Consult with appropriate environmental regulatory agencies to determine if hazardous materials/substances or water quality issues are present. Work with MDT to determine necessity for Preliminary Site Investigation. Prepare draft and final ISA checklist and supporting documentation.

Assumptions:

- This task will utilize MDT’s current version of the ISA form.
- On-site review is not necessary. Results in the ISA form will be limited to available information from DEQ, MDT, and EPA regarding hazardous substances in the project vicinity.

Deliverables:

1. Draft ISA Checklist and Documentation (PDF)
2. Final ISA Checklist and Documentation (PDF)

Task 353 – Biological Resources Report / Preliminary Biological Assessment (MDT Activity 182)

Description of Work: Evaluate and assess the baseline conditions of and the project’s potential effects on the general habitat/vegetation communities, noxious weeds/regulated plants, general wildlife species (mammals, birds, reptiles and amphibians), wildlife mitigation needs/opportunities, aquatic resources including waterways, general aquatic species, and wetlands, and species of concern/special status species located in the project specific study area. This work will include an assessment of the baseline condition and the project’s potential effects on Endangered Species Act listed threatened, endangered, proposed, and candidate species, and critical habitats. The Preliminary Biological Assessment (PBA) includes a preliminary Determination of Effect for threatened and endangered species and designated critical habitat (No Effect/May Affect), and a Determination of Effect for proposed and candidate species (Not Likely or Likely to Jeopardize the Continued Existence Of) and Recommended Conservation Measures for each.

Subtasks:

353.01 Prepare Draft Biological Resource Report (BRR).

1. Perform a field and literature review to identify general habitat/vegetation communities, noxious weeds/regulated plans, general wildlife species, wildlife mitigation needs/opportunities, and species of concern/special status species located in the project specific study area.
2. Perform a field and literature review to identify presence of aquatic resources including waterways, general aquatic species, wetlands and other water resources. Wetland and stream delineation will follow MDT Wetland Delineation Process and US Army Corps of Engineers procedures.
3. Describe the site characteristics of waterways, if applicable.
4. Conduct agency coordination/consultation as needed based on affected properties and resources.
5. Prepare a written assessment of baseline conditions and the projects potential effects.

353.02 Prepare draft Preliminary Biological Assessment (PBA)

1. Address the species listed on the current USFWS species based on information obtained from USFWS IPaC.
2. Research, analyze, and discuss the threatened and endangered, proposed and candidate species, and designated critical habitats located in the project specific study area. Include a preliminary Determination of Effect for T&E, proposed, and candidate species.
3. Recommend conservation, avoidance and minimization measures, special design features, timing restrictions, and other special provisions that should be considered and/or implemented to reduce/eliminate adverse impacts to potentially affected biological or natural resources discussed within the project BRR/PBA.

353.03 Finalize BRR/PBA.

1. Incorporate comments and edits received by MDT into the Final BRR/PBA.

Assumptions:

1. Formal wetland delineation will not be conducted in 2024 because NTP will occur outside of the typical growing season. The field work will occur in Spring 2025 during the typical growing season. The BRR/PBA will be amended to include the results of the field work.
2. The BRR/PBA will utilize MDT’s Consultant short form template.
3. The project will result in a “no effect” determination for threatened and endangered species and preparation of a Biological Assessment is not necessary.

Deliverables:

1. Draft Biological Resource Report/Preliminary Biological Assessment. (Word format)
2. Final Biological Resource Report/Preliminary Biological Assessment. (PDF)

Task 354 – Cultural Resources Management (MDT Activity 177)

Description of Work: Conduct a cultural resource inventory of the project’s area of potential effect (APE) to identify cultural material, features, or sites. Develop a draft and final Cultural Resources Inventory Report that complies with Montana SHPO and MDT procedures. Refer to scope of services provided by Ethnoscience.

Subtasks:

354.01 – Review draft report provided by Ethnoscience and provide comments.

Assumptions:

1. Refer to scope of services provided by Ethnoscience.
2. MDT is solely responsible for completing the Section 106 process.

Deliverables: (Provided by Ethnoscience)

1. Draft Cultural Resource Inventory Report (PDF)
2. Final Cultural Resource Inventory Report (PDF and CD containing electronic deliverables)

Task 355 –Categorical Exclusion Environmental Document/Section 4(f) Evaluation (MDT Activity 116)

Description of Work: Complete the environmental documentation and prepare the preliminary Categorical Exclusion, and when applicable, Section 4(f) Evaluation.

Subtasks:

355.01 Develop Preliminary Categorical Exclusion (CE) Document using MDT's current CE form. Develop Section 4(f) Evaluation including agency with jurisdiction draft letters.

355.02 Modify Environmental Document/Section 4(f) Evaluation based on MDT/FHWA review comments.

Assumptions:

1. MDT is solely responsible for completing the Section 106 process. MDT will prepare the determination of effect and prepare and submit to SHPO or THPO, FHWA and ACHP, memorandum of agreement necessary to complete the Section 106 phase of the project.
2. A Final Environmental Engineering Analysis Report will not be prepared.
3. A Full Section 4(f) Evaluation is not necessary. The Section 4(f) Evaluation will be accomplished through use of a Programmatic 4(f) Evaluation or through a De Minimis Use Evaluation.

Deliverables:

1. Draft Categorical Exclusion Documentation Form (PDF)
2. Draft Section 4(f) Evaluation (de minimis, programmatic; Word)
3. Final Categorical Exclusion Documentation Form (PDF)
4. Final Section 4(f) Evaluation (de minimis, programmatic; Word)

Series 400 – Geotechnical Investigation

Task 401 – Existing Soils Analysis

Two (2) staff members from HDR will visit the project site to document the existing conditions, review exposed soil and rock, and identify areas of previous rockfall and note conditions consistent with potential future rockfall. Field notes will be completed and included along with a photographic log of the noted conditions. HDR will then take the field information and compile that data with the photogrammetric data from IMEG as well as the existing soil and rock information from previous projects in the area to develop a geologic model to be the base for the design. The results of the evaluations and review of the existing information will be included in the Preliminary Findings Report to be submitted to the City.

Assumptions:

- No additional subsurface information including drilling or test pitting is anticipated. If additional information is deemed necessary, HDR will obtain that information by amendment.

Deliverables:

- Preliminary Geotechnical Findings Report

Task 402 – Rockfall Analysis

HDR will perform preliminary rockfall analyses within the proposed trail extents to evaluate the potential for rockfall and the impacts to the trail system. HDR will perform up to four (4) two-dimensional rockfall analyses utilizing the RocScience program RocFall2 at critical cross sections. Additionally, HDR will develop a three-dimensional analysis using ANSYS's ROCKY software. The results of the rockfall analyses and review of the existing soil conditions and available information will be utilized to develop a risk assessment for the project area including hot spots of rockfall areas. The results of the preliminary rockfall analyses will be included in the draft Risk Assessment Report to be submitted to the City. HDR assumes a maximum of one (1) round of review comments. Upon receipt of the Clients comments, HDR will revise and provide a final Risk Assessment Report.

Assumptions:

- IMEG to provide Photogrammetric survey in pointcloud format.
- The City will provide available existing information for the project area.
- HDR will have access to the slope to perform the site visit.

Deliverables:

- Draft Risk Assessment Report
- Final Risk Assessment Report

Series 500 – Preliminary Design (30% Design)**Task 501 – Path Alignment Alternative Evaluation**

HDR will work with City Engineering to develop 3D models for up to 3 different alignment alternatives. Autodesk Civil 3D will be used to develop 3D models of the path. Models will be developed using horizontal and vertical alignments with path typical sections and retaining walls.

Deliverables:

- 3D models and surfaces of 3 path options.
- Plan view and profile roll plots of each option
- Quantities and Opinion of Probable Construction Costs (OPCC) for each option (including 20% contingency)

Task 502 – Preliminary Drainage Study and Report

HDR will prepare a Preliminary Drainage Report documenting the existing and proposed hydrologic and hydraulic analysis for the project.

Subtasks:

502.1 – Project Site Visit

Two (2) staff members from HDR will visit the project site to photo-document existing conditions and to become familiar with the drainage patterns within the project-area. Field notes will be completed for the project file and provided to the City.

502.2 – Existing Drainage Patterns Analysis

HDR will review the existing topography mapping, culverts, off-site drainage facilities, and storm drain facilities within the project area. HDR will review available reports and as-builts from area developments and roadways. The existing drainage patterns and facilities will be described in the Preliminary Drainage Report and accompanied by an existing conditions basin map.

502.3 – Existing Hydrologic Analysis

HDR will analyze the existing hydrology and calculate the existing peak flows for the drainage basins within the project-area. One hydrologic method will be utilized for analysis and will be selected in accordance with the City of Billings Stormwater Management Manual (SWMM) as appropriate based on basin sizes and requirements for the proposed hydraulic design. The existing hydrologic analysis will be documented in the Preliminary Drainage Report.

502.4 – Proposed Drainage Patterns Analysis & Preliminary Design

HDR will analyze the proposed drainage patterns and develop a preliminary drainage system design for the new path designed to collect and convey runoff from the path and existing upstream drainage under Zimmerman Trail facilities (e.g., culverts and storm drain pipes). Stormwater management facilities to provide water quantity and/or quality mitigation for the new path will be designed as required in accordance with the SWMM. The same hydrologic method as used for the existing hydrologic analysis will be used for the proposed hydrologic analysis.

The proposed drainage patterns and facilities will be described in the Preliminary Drainage Report and accompanied by a proposed conditions basin map based on the preliminary drainage design.

503.5 – Preliminary Drainage Report

HDR will prepare a Preliminary Drainage Report in accordance with the SWMM for submittal to the City. The report will include a summary of the approach and results for:

- Existing and proposed hydrology calculations (PDF)
- Existing and proposed hydraulic calculations (PDF)

Assumptions:

- The project is adjacent to the Zimmerman Trail which was recently reconstructed by MDT and included a Final Hydraulics Report to document the hydrologic and hydraulic analysis. The hydrologic analysis for the contributing area upstream of Zimmerman Trail (west) in said Final Hydraulics Report will be utilized for the project (i.e., a new hydrologic analysis for this upstream contributing area will not be completed).

- Detention Pond 1 constructed with the MDT Zimmerman Trail project and the three storm drain pipe outfalls will not be impacted and contributing flows will not increase as a result of the project.
- Detention Pond 2 constructed with the MDT Zimmerman Trail project will not be impacted and contributing flows will not increase as a result of the project.
- Other storm drain pipes and culverts constructed with the MDT Zimmerman Trail project and impacted by the path will be evaluated and may require extension or new downstream crossings.
- The project is subject to City of Billings MS4 permit requirements. Greater than one acre of new impervious area is expected due to the project, but will be evaluated as design progresses.
- Due to steep slopes, energy dissipation will be considered for culverts and/or storm drain pipes for the project.
- Stormwater management facility design may be required for the project for water quality and/or quantity mitigation and will be completed if required.
- Storm drain and stormwater management system design will be in conformance with the City of Billings Stormwater Management Manual.
- There are no FEMA regulatory floodplains or floodways, bridges, or irrigation facilities located within the project limits.
- Autodesk Storm and Sanitary Analysis (SSA) will be used to evaluate gutter spread, inlet designs, and storm sewer pipe hydraulics.
- Additional hydraulic software may be used to evaluate culvert crossings and channels, which may include HY-8, HEC-RAS, Flowmaster, etc.
- The Preliminary Drainage Report will also be made available to MDT for review and comment, however, will be prepared in accordance with the SWMM rather than MDT Hydraulic Activity 170.
- A draft MDT Low Impact Development Practice Analysis Form (MDT-ENV-007) will be completed for the project for documentation.
- Allowable pipe materials for the project will match the City of Billings Specifications.

Deliverables:

- Draft MDT Low Impact Development Practice Analysis Form (PDF)
- Draft & Final Preliminary Drainage Report (PDF)

Task 503 – Preliminary Geotech Analysis

Subtasks:

503.1 – Rockfall Mitigation Options

HDR will utilize the results and recommendations from the Preliminary Geotechnical Report to evaluate potential mitigation options. Energies, bounce heights, and trajectories will be utilized

to develop options such as rockfall barriers, mesh, rock bolting, and alignment adjustments. HDR will utilize current FHWA, WARD, and Montana design methodologies to develop appropriate mitigation options. The design and recommendations will be incorporated into the Geotechnical Engineering Report.

503.2 – Retaining Wall Options

HDR will work with roadway and structural design leads to develop retaining wall options for the proposed alignments. Wall options may include fill walls such as gabions, MSE, or rockery systems, and cut walls such as soil nail or post and panel walls. Design will be in accordance with current AASHTO design standards and will be incorporated into the 60% design plans. Reuse of on-site materials including large boulders will be considered to reduce material cost and increase trail aesthetics.

Assumptions:

- A maximum of three (3) walls systems are anticipated
- A preferred wall system will be determined at the 30% design review meeting.
- An in-person 30% design meeting will be held with the City

Deliverables:

- Technical Memoranda discussing retaining wall designs and limitations.

Task 504 – Alignment Option Exhibits & Alignment Selection

Description of Work: For each alignment option HDR will develop a document or exhibit along with a narrative explanation of the option summarizing the benefits and disadvantages for each option. A final decision on which option to progress further will be made by the City with HDR’s support getting through the decision process.

Assumptions:

- Option exhibits will be 4 pages or less each.
- Up to three alignment options will be evaluated.
- Option exhibits will not include detailed engineering dimensions and will be written for a wide target audience outside of engineering.
- The exhibits will be distributed by the City to key stakeholders for input.
- Draft versions of the exhibits will be shared with City engineering team for comment prior to sharing with additional stakeholders.
- Final decision on preferred alignment will be made no later than Jan 1st, 2026

Deliverables:

- 3 separate 4-page alignment options exhibits and narratives.

Task 505 – Scope Of Work Report (MDT Activity 128)

Description of Work: HDR will develop a Scope of Work Report (SOW) using MDT's SOW template. A draft SOW will be submitted to the City and MDT for comment, with comments received being addressed to develop a final report.

Deliverables:

- Draft Scope of Work Report
- Final Scope of Work Report

Series 600 – 60% Design Plans

Task 601 – 60% Plan Set and Estimate

HDR will proceed with developing 60% design plans, specs, and estimate of the selected alignment option.

Include the following in the plans:

- Horizontal and vertical alignment of proposed path
- Path typical sections including the proposed pavement design
- Retaining wall alignment, profiles, and details.
- Mass grading plans as needed
- As needed rockfall mitigation plans and details
- Storm drain plan, profile, and detail sheets
- Existing right-of-way limits and right-of-way acquisition needs
- Contractor and staging plans as needed
- Basic landscape restoration (topsoil, seeding, erosion blankets) is included but additional landscape architecture plans can be added by amendment
- Path lighting pole, pole schedule, and electrical quantities can be added by amendment
- Blank Erosion Control plan sheets

Assumptions:

- Utility relocations will be handled by others. HDR to review conflicts and provide coordination. One (1) coordination meeting with utility owners is assumed, HDR will provide exhibits and meeting minutes for the coordination meeting.
- 60% OPCC will be based on preliminary quantities and will include a 15% contingency.
- Preliminary project special provision will be developed for 60% design.

Deliverables:

- 60% design plans, specs, and construction cost estimate.

Task 602 – Final Geotechnical Report

HDR will prepare a Geotechnical Engineering Report to summarize the results of the Preliminary Design efforts including the rockfall modeling and the retaining wall design(s). This report will include a brief summary of the investigation, the design analyses including rockfall

using RocFall2 and ROCKY, rockfall mitigation designs including potentially scaling, bolting, or mesh, and design analyses for retaining wall options including cut and fill walls. The Report will include the Meeting Minutes from the 30% Design Meeting to be held with the Client.

A draft version of the Geotechnical Engineering Report will be submitted to the Client for review and comment. The report will be submitted as an electronic document.

Assumptions:

- A maximum of two (2) rounds of comments for the Geotechnical Engineering Report.

Deliverables:

- Draft Geotechnical Engineering Report
- Final Geotechnical Engineering Report

Task 603 – Drainage Design Updates

Update the drainage design to incorporate comments/changes from 30% design, as well as from continued project-coordination. Review and provide responses to comments from the City and/or MDT on the Preliminary Drainage Report. Prepare the draft Final Drainage Report in accordance with the SWMM.

Assumptions:

- Assumptions developed for Task 502 will apply to this Task.
- The draft Final Drainage Report will also be made available to MDT for review and comment. The report will be prepared in accordance with the SWMM rather than MDT Hydraulic Activity 172.
- One virtual design check-in meeting with the City and MDT Hydraulics is assumed for this task.

Deliverables:

- Preliminary Drainage Report comment-responses (PDF)
- Draft and Final Drainage Report (PDF)

Series 700 – 90% Design Plans

Task 701 – 90% Plan Set and Estimate

Incorporate comments and design revisions from 60% design to develop 90% design plans, specs, and estimate.

Assumptions:

- Utility relocations will be handled by others. HDR to review conflicts and provide coordination.
- 90% OPCC will be based on preliminary quantities and will include a 10% contingency.

- Relevant and recent bid tabs will be provided by the City to supplement Consultant's OPCC to aid in establishing unit costs. Unit costs will be combined with project quantities to develop a for-information-only estimate.

Deliverables:

- 90% design plans, specs, and construction cost estimate.

Task 702 – Additional Drainage Design Updates

Update the drainage design to incorporate comments/changes from 60% design, as well as from continued project-coordination. Review and provide responses to comments from the City and/or MDT on the draft Final Drainage Report. Update the draft Final Drainage Report.

Assumptions:

- Assumptions developed for Task 502 will apply to this Task.
- Significant design changes to the alignments, profiles, or typical sections are not expected upon completion of Task 603.
- The Final Drainage Report will also be made available to MDT, however, will be prepared in accordance with the SWMM rather than MDT Hydraulic Activity 174.
- A Final MDT Low Impact Development Practice Analysis Form (MDT-ENV-007) will be completed for the project for documentation.

Deliverables:

- Draft and Final Drainage Report comment-responses (PDF)
- Final MDT Low Impact Development Practice Analysis Form (PDF)
- Final Drainage Report (PDF)

Task 800 – Final Plans and Estimate

Incorporate comments and design revisions from 90% design to develop 100% design plans, specs, and estimate.

Assumptions:

- Design changes to the alignments, profiles, typical sections, wall types, drainage structure types or other significant design elements are not expected upon completion of Task 701.
- Utility relocations will be handled by others. HDR to review conflicts and provide coordination.
- Updated OPCC will be based on final quantities and will include a 5% contingency.

Deliverables:

- 100% design plans, specs, and construction cost estimate.

Task 900 – Bidding and Post Bid Administrative Assistance**Subtask 901 – Bidding Administrative Assistance**

Prepare bid documents and distribute to prospective bidders. Answer bidder questions and prepare addenda as needed. Schedule and conduct pre-bid meeting.

Subtask 902 – Post-Bid Administrative Assistance

Receive, evaluate, and tabulate bids. Assess completeness of bid. Make recommendations to the City on award of contract. Issue Notice of Award.

Assumptions:

- Bid openings online, in-person attendance not required.

Deliverables:

- Pre-bid Meeting Minutes
- Notice of Award

Task 950 – Construction Administrative Assistance/CE

Construction Administrative Assistance may be added by amendment once project design and construction schedule are known.

Appendix B

Methods and Times of Payment

Section 1. Payments for Basic Services.

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

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

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

1. Scoping	\$11,436
2. Project Management	\$94,875
3. Site Survey	\$49,169
4. Preliminary Field Report	\$18,530
5. Environmental Compliance	\$53,164
6. Geotechnical Investigation	\$86,241
7. Preliminary Design	\$277,230
8. 60%, 90%, and Final Design	\$189,837
9. Bidding	\$8,291
Total	\$788,773

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

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

Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study shall be paid for on an hourly basis at the applicable fees in Appendix D.

Section 3. Corrections.

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

Section 4. Fee Increases

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

Appendix C

Additional Services of Engineer

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

- A. Field and laboratory testing of materials and reports.
- B. Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study.
- C. 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

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. Hourly rates within the bounds of T.A. Grant scope of work will be subject to the requirements of the Grant and pursuant LAG Agreement.

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 AREA
2025 HOURLY RATE SCHEDULE**

BILLING CLASSIFICATION	RATE RANGES		
ENGINEERS			
<i>Design Engineers</i>	\$ 120.00	-	\$ 245.00
<i>Project Engineers / Project Managers</i>	\$ 160.00	-	\$ 290.00
<i>Sr Engineers / Sr Project Managers</i>	\$ 210.00	-	\$ 350.00
<i>Project Principal / Sr Technical Advisors</i>	\$ 250.00	-	\$ 350.00
DESIGNERS / TECHNICIANS / INSPECTORS	\$ 80.00	-	\$ 250.00
CADD / BIM Specialist	\$ 80.00	-	\$ 210.00
Project Support	\$ 80.00	-	\$ 230.00

2025 CHARGEABLE EXPENSE SCHEDULE

Direct project expenses will be charged at the rates listed below unless a separate rate is negotiated for a specific project.

SUBSISTENCE (PER DIEM)

Subsistence such as meals and lodging while out on a project will be charged at actual cost or at the per diem rate negotiated for a specific project.

TRAVEL

Travel expenses will be charged at the following rates unless a separate rate is negotiated for a specific

Vehicles	\$	0.75 /mile
Rental Vehicles & Aircraft	\$	Actual Cost /mile



2025 CHARGEABLE EXPENSE SCHEDULE (continued)

TELEPHONE/FAX/POSTAGE

Long distance calls, telegrams, fax, cellular phone, and any special class postage will be charged at actual

SPECIAL EQUIPMENT CHARGES

Electronic Distance Measuring	\$	10 /hr.
GPS - Handheld	\$	20 /hr.
GPS - Survey Grade	\$	50 /hr.
Manta 3-Phase Test Set	\$	40 /hr.
Megger Testing Equipment	\$	250 /day
Soil Resistivity Testing Equipment	\$	500 /day
UTV	\$	350 /day

PRINTING

Based on Product Code - See Next Page for additional information

SURVEYING SUPPLIES (Includes: Flagging, Stakes, Etc.)	\$	50 /mile
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SUBCONSULTANTS

Subconsultants and expenses may be subject to markup

OVERHEAD

Overhead costs, such as rent, insurance, utilities, office furniture, employee benefits, and taxes are included in the hourly billing rates.

US Rates - Project Offices Only									
(Prices shown below in US dollars)									
Copier Options									
Description	Lease 12 MTH Payments	Lease 24 MTH Payments	Lease 36 MTH Payments	Lease 48 MTH Payments	Lease 60 MTH Payments	BW CPC*	Color CPC*	Supplies Included	
(1) Standard Ricoh IM C2500	\$244.80	\$131.38	\$95.20	\$77.67	\$65.48	0.0065	0.029	YES	
(2) With Fax	\$280.64	\$150.61	\$109.14	\$89.04	\$75.07				
(3) With Wi-Fi	\$265.30	\$142.38	\$103.18	\$84.17	\$70.96				
(4) With Staple	\$285.19	\$153.06	\$110.91	\$90.48	\$76.28				
(5) With Staple & Hole Punch	\$310.10	\$166.42	\$120.60	\$98.38	\$82.94				
(6) With Staple & Fax	\$321.03	\$172.29	\$124.85	\$101.85	\$85.87				
(7) With Staple, Hole Punch, & Fax	\$345.94	\$185.66	\$134.54	\$109.75	\$92.53				
(8) With Wi-Fi & Staple	\$305.69	\$164.06	\$118.89	\$96.99	\$81.76				
(9) With Wi-Fi, Staple, & Hole Punch	\$330.60	\$177.43	\$128.57	\$104.89	\$88.42				
Plotter Options									
Description	Lease 12 MTH Payments	Lease 24 MTH Payments	Lease 36 MTH Payments	Lease 48 MTH Payments	Lease 60 MTH Payments	BW CPC*	Color CPC*	Supplies Included	
IM CW2200 - Standard	\$691.75	\$365.45	\$238.27	\$193.19	\$162.84	0.0127	0.0489	NO	
IM CW2200 - Second Paper Roll Arm	\$818.41	\$432.34	\$280.93	\$228.00	\$192.18				

Canadian Rates - Project Offices Only									
(Prices shown below in Canadian dollars)									
Copier Options									
Description	Lease 12 MTH Payments	Lease 24 MTH Payments	Lease 36 MTH Payments	Lease 48 MTH Payments	Lease 60 MTH Payments	BW CPC*	Color CPC*	Supplies Included	
(1) Standard Ricoh IM C2500	\$443.60	\$230.35	\$164.70	\$131.50	\$111.60	0.0128	0.0748	YES	
(2) With Fax	\$465.78	\$241.87	\$172.94	\$138.08	\$117.18				
(3) With Wi-Fi	\$481.75	\$250.16	\$178.86	\$142.81	\$121.20				
(4) With Staple	\$494.61	\$256.84	\$183.64	\$146.62	\$124.43				
(5) With Staple & Hole Punch	\$528.77	\$274.58	\$196.32	\$156.75	\$133.03				
(6) With Staple & Fax	\$516.79	\$268.36	\$191.88	\$153.20	\$130.01				
(7) With Staple, Hole Punch, & Fax	\$550.95	\$286.09	\$204.56	\$163.32	\$138.61				
(8) With Wi-Fi & Staple	\$532.76	\$276.65	\$197.80	\$157.93	\$134.03				
(9) With Wi-Fi, Staple, & Hole Punch	\$566.92	\$294.39	\$210.49	\$168.06	\$142.62				
Plotter Options									
Description	Lease 12 MTH Payments	Lease 24 MTH Payments	Lease 36 MTH Payments	Lease 48 MTH Payments	Lease 60 MTH Payments	BW CPC*	Color CPC*	Supplies Included	
IM CW2200 - Standard	\$1,065.00	\$555.84	\$399.28	\$320.60	\$272.84	0.0330	0.0430	NO	
IM CW2200 - Second Paper Roll Arm	\$1,210.59	\$630.55	\$452.98	\$362.68	\$306.55				

*All Cost-Per-Click (CPC) rates listed are for each 8.5x11 size print for copiers; 11x17 count as two clicks. For plotters the CPC rate is for each square foot.

Appendix E

Project Schedule

Based on a notice to proceed by Billings date no later than March 1, 2025, the completion date for the Engineer's work through final design shall be:

- A. Submittals and Meetings
 - 1. Preliminary Design – December 2025
 - 2. City Council Meeting – March 2026
- B. Final Design – June 2026

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.