



## Contract for Professional Architectural and Engineering Services

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### W.O. 26-19 Landfill Cell 6 Expansion

In consideration of the mutual promises herein, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, and **Great West Engineering, Inc.**, of 250 Helen P Clarke Street, Helena, MT 59601, this Contract is made and entered into on \_\_\_\_\_.

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 10 pages (Basic Services of Contractor);
- Appendix B consisting of 1 page (Methods and Times of Payment);
- Appendix C consisting of 1 page (Additional Services of Contractor);
- Appendix D consisting of 2 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 page (Project Schedule);
- Appendix F consisting of 2 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", "City", and "Owner" means the City of Billings.
- C. "CONSULTANT", "ENGINEER", and "CONTRACTOR" refers to Great West Engineering, Inc.

## Section 2. Scope of Services.

- A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
- B. Billings shall pay the Contractor in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.
- C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.
- D. The Engineer shall provide as-built drawings 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. If required due to funding regulations, the Contractor shall provide certified construction payrolls to the Administrator stating in writing that the payrolls have been reviewed and are acceptable.

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on December 31, 2028. The parties may extend this Contract, by mutual concurrence, 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. Five percent (5%) retainage shall be deducted from each invoice submitted by CONTRACTOR, as outlined in Appendix B.
- C. The Contractor is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
- D. As a condition of payment, the Contractor shall have paid all City taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

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

- A. By mutual consent of the parties.
- B. For the convenience of Billings, provided that Billings notifies the Contractor in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination.
- C. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this Subsection is subject to

the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefor, and the other party fails to cure the default within 30 days after receiving the notice.

#### Section 6. Duties Upon Termination

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

#### Section 7. Insurance.

- A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
- B. The Contractor shall provide the following insurance:
  - 1. Workers' compensation and employer's liability coverage as required by Montana law.

2. Commercial general liability, including contractual and personal injury coverage's -- \$1,500,000 per occurrence.
  3. Commercial automobile liability -- \$1,500,000 per accident.
  4. Professional liability in the amount of \$1,500,000 per claim.
- C. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).
  - D. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.
  - E. 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 sent via e-mail or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Billings: Will Robbins  
City of Billings  
Public Works - Engineering  
316 N 26<sup>th</sup> Street, Fifth Floor  
Billings, Montana 59101  
e-mail : [robbinsw@billingsmt.gov](mailto:robbinsw@billingsmt.gov)

Contractor: Stephanie Wilke  
Great West Engineering, Inc.  
250 Helen P Clarke Street  
Helena, MT 59601  
e-mail: [swilke@greatwesteng.com](mailto:swilke@greatwesteng.com)

Notices are effective upon the earlier of receipt 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. Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status by the persons performing this Contract. 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, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment 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 to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. Contractor shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status.

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.

Contractor and any 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 Contractor's legal duty to furnish information.

- C. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. Contractor shall comply with any and all reporting requirements that may apply to it that Billings may establish by regulation. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. Contractor shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination. This includes complying with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. Contractor shall include the provisions of Subsections A through F of this Section in every subcontract or purchase order under this Contract, so as to be binding upon every such subcontractor or vendor of Contractor under this Contract. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- H. Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

Section 3. Permits, Laws, and Taxes.

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Contract. All actions taken by the Contractor under this Contract shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this Contract.

Section 4. Nonwaiver.

The failure of either party at any time to enforce a provision of this Contract shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Contract or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

Section 5. Amendment.

- A. This Contract shall only be amended, modified or changed by a writing, executed by authorized representatives of the parties, with the same formality as this Contract was executed.
- B. For the purposes of any amendment modification or change to the terms and conditions of this Contract, the only authorized representatives of the parties are:

Contractor: Bill Lloyd  
(President)

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 arising 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 Contract 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:

- A. Indemnify, defend and save Billings, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional, reckless or negligent act on the part of Contractor or its officers, agents or employees.
- B. 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, expert fees and costs arising from wrongful, reckless 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. Where claims, lawsuits or liability, including attorneys' fees, expert fees and costs arise from wrongful, reckless or negligent act of both Billings and Contractor, 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, expert fees and costs, which result from Contractor's wrongful, reckless or negligent acts occurring as a result from Contractor's performance pursuant to this Contract.

Billings shall:

- A. Indemnify, defend and save Contractor, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Billings or its agents or employees.

- B. 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, reckless or negligent acts, error or omission solely of Contractor occurring during the course of or as a result of the performance of the Contract.
- C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful, reckless or negligent act of both the Contractor and Billings, Billings shall indemnify, defend, save, and hold the Contractor 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 Billings or its officers, agents or employee's wrongful, reckless or negligent acts occurring as a result from Billings' 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 first noted above.

**CITY OF BILLINGS, MONTANA**

**GREAT WEST ENGINEERING, INC.**

\_\_\_\_\_  
**MIKE NELSON,  
MAYOR**

\_\_\_\_\_  
**BILL LLOYD,  
PRESIDENT**

**APPROVED AS TO FORM:**

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

**ATTEST:**

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

## Appendix A

### Basic Services of Engineer City of Billings W.O. 26-19 Landfill Cell 6 Expansion

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

## Section 2. Billings Rights and Duties.

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

## Section 3. Scope of Work.

The project consists of engineering services for the City of Billings W.O. 26-19 Landfill Cell 6 Expansion.

The project involves the construction of a new landfill cell – Cell 6 – at the Billings Regional Landfill. The Scope of Work for this contract includes all engineering work required to support the Cell 6 Expansion, including all necessary survey, a cell expansion master plan, a geotechnical evaluation, potential slope stability and configuration analysis, a hydrogeologic study, alternative liner demonstration and submittal, full design, and bidding services.

### **Project Background and Scope of Services**

The Billings Regional Landfill (BRL) is approaching its maximum design capacity within the current lined cell. Based on the most recent landfill survey conducted by Great West in August 2025, it is estimated that the existing cell will reach capacity in approximately three years. To ensure that landfill operations continue without interruption, it is necessary to begin construction of Cell 6A at least one year prior to the current cell reaching capacity.

This Scope of Services outlines the engineering work required to support the Cell 6 Landfill Expansion at the Billings Regional Landfill. Specifically, it encompasses a cell expansion master plan, the design of the expansion, and bidding services related to the project.

## **WORK TASKS**

### **TASK 1 – PROJECT INITIATION AND PRELIMINARY PLANNING**

#### **Task 1.1 – Project Kickoff Meeting**

Great West will organize and lead a kickoff meeting with the City to review the project approach, scope of work, and confirm the schedule. Great West will prepare an agenda for the kickoff and record and share meeting minutes.

#### **Deliverables:**

- Kickoff Meeting minutes

#### **Assumptions:**

- The kickoff meeting will be held in person.

## **Task 1.2 – Topographic Survey and Mapping**

Great West will perform a topographic survey of the proposed Cell 6 Expansion and leachate pond areas, per the coordinate system and unit of measurement called for in Part I, Section 2 of this Services Agreement. Where feasible, existing site survey data will be leveraged to minimize the time required for field data collection. The results of this survey, combined with historical survey information, will be utilized to develop an updated, design-level base map for the project area. Survey activities will be integrated with existing site control, and additional control points will be established for future use as necessary. This task excludes any legal surveying or platting work, as current legal information for the property indicates such services are not required. Great West will also perform a topographic survey of the existing waste area (Phases 3, 4, and 5) to update the landfill performance.

### **Deliverables:**

- Topographic survey and map.

### **Assumptions:**

- Existing site data will be used to the extent possible.
- All survey will be done using State Plane coordinates as depicted in the services agreement (NAD83-International Foot).
- Existing surface and controls necessary for the design of the project and Cell Expansion Master Plan will be converted to State Plane coordinates (NAD83-International Foot).
- Surveying will be conducted with staff from the Billings Great West Office.

## **Task 1.3 – Cell Expansion Master Plan**

Great West Engineering will prepare a Cell Expansion Master Plan for the Billings Regional Landfill facility related to new cell expansion and new leachate pond. This plan will guide the expansion of lined landfill areas and provide a strategic framework for future development, operational efficiency, and regulatory compliance. The plan will determine the best sequence in which to expand.

### **Cut and Fill Planning:**

Develop detailed cut and fill plans for expansion areas, specifically Cells 6A, 6B, and 7. The plan will also delineate the boundaries of future Cells 8 and 9; however, cut and fill plans for these cells are excluded at this stage.

### **Airspace and Lifespan Evaluation:**

Assess the available airspace and projected lifespan for each cell, including sequential construction, overlapping Cell 6A on the existing landfill, and other possible scenarios such as constructing Cell 7 independently if funding is unavailable for Cell 6B and Hillcrest improvements.

### **Slope Configuration Analysis:**

Evaluate three side slope configurations—4:1, 3.5:1, and 3:1—to determine their impact on cell lifespan and stability. Great West will determine the approximate life impact of the three different slope configurations. Great West will determine and recommend if a slope stability analysis will be pursued. If a slope stability analysis is conducted, Great West will obtain samples of the liner material and native soil material and ship them to a testing laboratory for interface shear testing. A subconsultant (GeoProfessional Innovation (GPI)) will conduct the slope stability analysis after the laboratory results are finalized. The liner material may be tested for any or all of the slope configurations.

**Infrastructure Layout:**

Provide initial layouts for stormwater management, leachate control systems, primary access roads, and other supporting infrastructure.

**Soil Balance Estimation:**

Estimate overall soil balance requirements using updated and historical landfill performance data. Great West requests that the City track and log daily soil usage to more accurately calculate the landfill performance. Great West will use the soil usage, tonnage, and topographic survey of the existing landfill cell to update the landfill performance.

**Opinion of Probable Cost:**

Great West shall prepare a 30% opinion of probable construction costs, based upon the results and preliminary design integrated within the Cell Expansion Master Plan.

**Technical Evaluation and Decision Process****Slope Stability and Interface Shear Testing:**

After presenting lifespan estimates for each slope configuration, Great West shall recommend which, if any, configurations warrant further seismic slope stability analysis. If further slope stability analysis is performed, Great West shall analyze and recommend the desired slope. If the 4:1 slope provides sufficient lifespan, steeper slopes may not be evaluated further.

For selected configurations, a slope stability analysis and interface shear tests will be conducted for all relevant layers (subgrade/HDPE, HDPE/fabric, fabric/saturated native soils). Samples will be sent to a third-party laboratory, and results will be used by Great West to recommend and design the final slope selection.

Great West will collect samples of the liner material and native soil material to send to the laboratory for interface shear testing, provide general project management and guidance to the subconsultant (GPI), provide CAD files and cross sections to GPI to perform the slope stability analysis, and provide recommendations based on these test results.

**Geotechnical Investigation:**

A geotechnical engineering firm (SK Geotechnical) will drill up to three boreholes at least twenty feet below the liner elevation to characterize subgrade materials and support contractor planning and constructability.

Great West will provide general project management and guidance to SK Geotechnical, CAD files, and cross sections for the report.

**Landfill Gas Collection Consultation:**

Great West will collaborate with Tetra Tech to review and potentially improve the landfill gas collection and control system (GCCS). If modifications are recommended, they will be incorporated into the master plan and cell design. Note: Upgrades to the existing GCCS Plan are not included in this scope.

## Site Layout Components

Great West will make recommendations to determine the following elements:

- Class II waste disposal areas
- Stormwater and leachate control infrastructure
- Access roads
- Slope stability measures
- Lifespan projections for landfill cells under different slope configurations

## Review and Finalization

- Great West will present the draft Cell Expansion Master Plan to the City for review.
- City feedback will be incorporated into the final plan.
- The Cell Expansion Master Plan serves as a planning document and includes some preliminary design details, but does not include final design details for roads, cells, ponds, or other facilities.

## Deliverables:

- Draft Cell Expansion Master Plan
- Final Cell Expansion Master Plan
- 30% Opinion of Probable Cost for construction
- Slope Stability Analysis (including seismic)
- Landfill Cell capacity analysis with three slope configurations for Cells 6A, 6B, and 7

## Assumptions:

- No upgrades to the existing GCCS Plan are included.
- Cut and fill plans will be provided only for Cells 6A, 6B, and 7.
- Geotechnical drilling will proceed without a Great West team member present.
- A \$5,000 budget is allocated for Tetra Tech consultation on the GCCS Plan.
- Interface shear testing will be performed for up to twelve scenarios (four tests per each of three different slope configurations); Great West may recommend to reduce the number of configurations after initial analysis.

## Task 1.4 – Hydrogeologic Study

This task includes the development of a *Hydrogeologic and Soils Characterization Report*, submitted to DEQ as a required part of permitting per ARM 17.50.1311. Existing site data will be utilized with data from previous investigations to develop the permitting report. Key elements of the report will include:

- Descriptions of the regional and facility-specific geologic and hydrogeologic characteristics affecting groundwater flow beneath the facility, including:
- Regional and facility-specific stratigraphy;
- Structural geology;
- Groundwater potentiometric maps;
- A discussion of any regional deep aquifers;
- Regional and facility-specific groundwater flow patterns;
- Characterization of seasonal variations in the groundwater flow regime; and

- Identification and description of the confining layers present, both above and below the saturated zone(s);
- An analysis of any topographic features that influence the groundwater flow;
- A description of the hydrogeologic units that overlie the uppermost aquifer, or underground drinking water source, as required in ARM 17.50.1204, or that may be part of the leachate migration pathways at the facility, including saturated and unsaturated units;
- A description of hydrogeologically significant sand and gravel layers in unconsolidated deposits;
- A description of manmade structures that affect the hydrogeology of the site, such as: local water supply wells, pipelines, drains, ditches, septic, etc.

**Deliverables:**

- Draft-final Hydro & Soils Report to the City. Great West will provide the City with a draft-final report in electronic PDF form for review and comment; comments from City will be addressed and a final report submitted to DEQ.
- Final Hydro & Soils Report to DEQ. On behalf of the City, Great West will compile both a PDF Report, along with a hard copy of the report, submitted to DEQ to satisfy ARM 17.30.1311.

**Assumptions:**

- A draft of the completed report will be compiled and submitted electronically to the City for their review and comment; comments from the City will be addressed into a final bookmarked PDF report and submitted electronically and mailed in hardcopy form to DEQ.
- Montana DEQ requires the hydrogeologic study be performed for ALL new landfill cell expansions. Labor allocations (hours) for this subtask are based on experience from developing these types of permitting documents at other facilities and considering the site-specific data and features of the Billings Landfill site.
- Additional groundwater and methane monitoring wells will not be required for this project.
- Additional hydrogeologic drilling will not be required and existing site data will be utilized.

**Task 1.5 - Alternative Liner Demonstration Report**

Great West will provide the most cost-effective liner design. Great West will perform an alternative liner demonstration via a predictive model and associated data summary report, and submit to DEQ for approval of constructing the landfill with an alternative liner system with leachate collection. The intent of an alternative liner is to construct the liner system with a design that consists of a primary HDPE liner, underlain with a minimum of 0.5 feet of compacted fine-grained native subgrade material, and to technically demonstrate to DEQ that the liner system design is equally protective of groundwater in comparison to a 'prescribed liner system'. Great West will review the use of different types of HDPE texture (embossed or blown on film) for the Billings Landfill. Great West will recommend a texture type to the City for use in the construction of the project.

**Assumptions:**

- The alternative liner design assumes placement of an HDPE primary liner, underlain by 0.5 ft of fine-grained low permeability material. For comparison, the prescribed liner system is HDPE primary liner, underlain with 2 ft low-permeability material with a maximum K of  $1 \times 10^{-7}$  cm/sec.
- Use of previous Alternative Liner Reports will be the technical basis to establish the modeling variables/inputs, to support with a demonstration of liner performance using the Pollute Software. Great West has the Pollute software and has completed alternative liner reports for numerous other solid waste facilities in Montana, including the City of Billings Landfill.
- The technical approach for the predictive (Pollute) model will be to simulate the potential leachate migration through the landfill liner system, into vadose zone soils to assess the predicted depth of contaminant migration and whether leachate impacts uppermost groundwater. The fundamental setup of the model will be to compare model results from a typical prescribed liner system, as described above, to that of the proposed alternative liner design, to show that the alternative liner system will not exceed threshold values in uppermost groundwater of established constituent list under the ARM. Model simulations will be conservative and sensitivity analysis will assume worst-case conditions to evaluate the performance of the proposed alternative liner system.
- Great West will submit a draft-final PDF of the Alternative Liner Demonstration Report to the City for review and comment, prior to submittal to DEQ. As needed, Great West will address comments from City into the final report, and then on behalf of the City, submit to DEQ both an electronic copy and hard copy of the report.
- Labor allocations for this task are based on site-specific data from the site and related investigations and rely on the experience of model setup, simulations, and documentation of the results from several other facilities in Montana. Great West will use existing site-specific data and updated information obtained during the geotechnical drilling investigation.

**Deliverables:**

- Draft-final Alternative Liner Report to City: an electronic PDF will be submitted to City for review and comment; comments from City will be addressed and incorporated into the final report submitted to DEQ.
- Final Alternative Liner Demonstration Report to DEQ: On behalf of the City, Great West will submit both an electronic copy and hard copy of the Alternative Liner Demonstration Report for DEQ review and approval. If needed, comments or issues from DEQ will be addressed and re-submitted to DEQ for approval.

**Assumptions:**

- Great West will coordinate with DEQ to request approval for applying the Alternative Liner Demonstration to the next three landfill cells, using approaches that have proven successful at other facilities.

## **TASK 2 – DESIGN DOCUMENTS (Cell 6A)**

### **Task 2.1 – Draft (75%) Design Phase**

Great West will use the preliminary cell bottom grading, drainage design, road design, stormwater pond design, and leachate pond design for Cell 6A in the Cell Expansion Master Plan. The preliminary design will be advanced for this design phase to Draft (75%) Design, which will include a plan set of drawings showing the overall layout, a proposed plan showing the extent of the excavation and embankment, access roads, stormwater controls, leachate pond, liner installation, plan and profile sheets for the leachate transport system, details for the leachate collection system, liner design, and final site restoration. During an on-site meeting, Great West will present the Draft Design Plans to the City. Great West will also provide an opinion of probable construction costs. The City will provide comments to Great West before Great West proceeds with the final design.

Great West will design the stormwater infrastructure to handle the design storm (25-year, 24-hour storm event) as per Montana DEQ solid waste rules. Great West will recommend what options to pursue for determining the length of the access roads to be designed and constructed.

### **Task 2.2 – Draft Final (90%) and Final (100%) Design Phase**

Great West will prepare 'For Construction' design plans and technical specifications for the Cell 6A Expansion project, addressing the City's review comments on the Draft Design Documents (Task 2.1). A 90% draft of the final plan, including drawings and technical specifications, will be provided to the City for review before finalizing the documents into the 100% set.

### **Task 2.3 – Engineering QA/QC Plan**

Great West will prepare a Quality Assurance/Quality Control (QA/QC) Plan for constructing the Landfill Expansion Cell. This plan will describe the QA/QC measures to be implemented during construction to ensure the project is constructed properly in accordance with the plans and technical specifications. The QA/QC plan will be submitted to the DEQ for approval with the Final Design Documents. During the design process, Great West will work with the DEQ to ensure permitting requirements are met before the submittal of the final design package.

#### **Deliverables:**

- 75% Design Documents – Design Drawings, and Draft Opinion of Probable Construction Cost.
- Draft Final (90%) Design Documents – Draft Final Design Drawings, Technical Specifications, and Opinion of Probable Construction Cost
- Draft QA/QC Plan
- Review Meetings - Notes / Action Items
- Final (100%) Design Documents for Bidding/Construction – Final Design Drawings, Technical Specifications, and Opinion of Probable Construction Cost
- Final QA/QC Plan

#### **Assumptions:**

- Great West will address the City's comments on the Draft (75%) design documents to prepare the Draft Final design documents. Likewise, Great West will address the City's comments on the Draft Final (90%) design documents before finalizing them for permitting.

- An in-person review meeting will be held to review Draft (75%) Design Documents. The meeting is budgeted for 2 hours, not including travel. Review meetings for the Draft Final (90%) Design Documents and Final (100%) Design Documents will be held virtually. The 90% Design Meeting is budgeted for 2 hours.

### **TASK 3 – BID PHASE SUPPORT**

#### **Task 3.1 – Bid Preparation/Bid Execution**

Great West will prepare a PDF of the plans and specifications and distribute copies to the City, and Montana DEQ, and will assist the City in obtaining competitive bids. The bidding documents (Project Manual) will incorporate the Montana Public Works Standard Specifications (MPWSS), Sixth Edition, April 2010 and the City of Billings Standard Modifications to the MPWSS. This contract covers one process of bidding the construction contract. Subsequent bidding efforts, if needed, may be addressed in a contract amendment. Great West will send the Montana DEQ an electronic copy of the plans and specifications.

#### **Task 3.2 – Pre-Bid Meeting**

Great West will arrange, attend, and conduct one pre-bid conference. The conference will include a meeting at the City Landfill office to discuss the construction plans and specifications with interested contractors and City staff. After the meeting, a site visit to the landfill will be conducted for further explanation of the project. Great West will address questions from contractors and prepare addendums as necessary.

#### **Task 3.3 – Bid Evaluation**

Great West will not attend the bid opening. Great West will obtain the bid documents from the City after the bids are opened. Great West will review and tabulate all bids and verify that the bid packages are complete per the specifications. Great West will call references of the lowest responsive bidder and then will make a recommendation to the City on the selection of the General Contractor via letter.

#### **Task 3.4 – Award & Agreements**

Upon award of the bid, Great West will assist the City in preparing the necessary Agreements, and Notice to Proceed forms for awarding the contract. The Contracts will be executed via DocuSign, thus hard copies of the Contracts will not be prepared.

#### **Assumptions:**

- The City will be responsible for all costs associated with advertising the project in accordance with Montana State Law.
- The construction contract will be awarded to a single contractor.
- The construction contract will be bid once, as included in this contract. If any subsequent bidding is required, those services may be addressed by a contract amendment.
- Great West will not attend the bid opening.
- The bidding documents (Project Manual) will incorporate the Montana Public Works Standard Specifications (MPWSS), Sixth Edition, April 2010 and the City of Billings Standard Modifications to the MPWSS.

**Deliverables:**

- PDF of Bidding Documents (Final Design Drawings and Technical Specifications and Project Manual) to be uploaded by City to QuestCDN.
- Pre-Bid Meeting Agenda / Notes
- Addendum(s)
- Recommendation of Award Letter
- Executed Contract Documents in PDF format.

**TASK 4 – Construction Contract Administration**

Construction Contract Administration is not included in this initial scope. These additional services may be added by amendment after the scope of the construction project is more defined during the design phase.

**Appendix B  
Methods and Times of Payment**

**W.O. 26-19 Landfill Cell 6 Expansion**

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

1. Project Management	\$ 10,600
2. Survey, Geotech, and Slope Investigations	\$ 56,500
3. Cell Expansion Master Plan	\$ 67,000
4. Preliminary Design	\$106,100
5. Final Design	\$ 17,200
6. Bid Phase	<u>\$ 12,600</u>
<b>TOTAL:</b>	<b>\$270,000</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 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**

#### **W.O. 26-19 Landfill Cell 6 Expansion**

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

- A. Requests made or conditions identified which are beyond the scope and intent of the services identified under Appendix A.

## **Appendix D**

### **Schedule of Professional Fees**

#### **W.O. 26-19 Landfill Cell 6 Expansion**

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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.



**EXHIBIT B  
2026 SCHEDULE OF BILLING RATES**

	<u>Hourly Rate</u>
Clerical Support .....	\$88
Project Assistant .....	104
Project Coordinator .....	120
Project Specialist .....	150
Project Administrator.....	158
Certified Grant Writer 1 .....	165
Certified Grant Writer 2 .....	191
Environmental Scientist .....	167
GIS Specialist .....	139
Resident Project Representative 1 .....	165
Resident Project Representative 2 .....	180
Designer.....	151
Senior Designer .....	172
Planner I.....	146
Planner II.....	158
Planner III.....	178
Senior Planner .....	189
Senior Hydrogeologist.....	212
Assistant Project Manager .....	150
Engineering Tech.....	104
Engineer 1.....	154
Engineer 2.....	166
Engineer 3.....	177
Engineer 4.....	187-202
Engineer 5.....	214-226
Engineer 6.....	232-239

**Reimbursable Expenses** include but are not limited to:

Auto Mileage .....	\$.85/mile
Outside Consultants, Fees, Shipping, Supplies, Travel & Per Diem .....	1.10xcost

\*These rates are subject to periodic adjustment.

## **Appendix E Project Schedule**

### **W.O. 26-19 Landfill Cell 6 Expansion**

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Based on a notice to proceed by Billings date no later than February 10, 2026, the completion dates for the Engineer's work through final design and bidding shall be:

- A. Project Initiation and Preliminary Planning
  - 1. Topographic Survey and Mapping – March 2026
  - 2. Preliminary Life Evaluation of Proposed Cell 6 – March 2026
  - 3. Geotechnical Evaluation – April 2026
  - 4. Hydrogeologic Soils Report and Alt. Liner Demonstration – June 2026
  - 5. Initial DRAFT of Cell Expansion Master Plan – July 2026
  - 6. FINAL Cell Expansion Master Plan – August 2026
- B. Preliminary Design
  - 1. Preliminary 75% Design – November 2026
  - 2. Preliminary 90% Design – December 2026
- C. Final Design
  - 1. Final Design – January 2027
  - 2. Submit all documents to MT DEQ for review and approval – January 2027
- D. Bidding
  - 1. Advertise for Bids – February 2027
  - 2. Bid Opening – March 2027

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**

**W.O. 26-19 – Landfill Cell 6 Expansion**

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Attach Certificate(s) of Insurance

