



Contract for Professional Architectural and Engineering Services

Project:

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 **KLJ ENGINEERING**, of 2611 Gabel Road, Billings, MT 59102 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 11 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); and
- Appendix F consisting of 2 pages (Certificate(s) of Insurance);

PART I SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

- A. "Administrator" means the City Administrator.
- B. "Billings" means the City of Billings.
- C. "Contractor" means **KLJ Engineering**.

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 Contractor shall provide ~~as-built drawings and data plans, specifications, bid documents, and other materials as described in Appendix A~~ 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 plans, specifications, bid documents, and other materials as described in Appendix A~~ 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 October 1st, 2029. The parties may extend this Contract, by mutual concurrence, for one (1) year, 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 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 either sent via facsimile (FAX) or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Billings: City Engineer (Mac Fogelsong)
City of Billings
Public Works Department
316 North 26th Street
Billings, Montana 59101

FAX: (406) 657-8232

Contractor: KLJ Engineering
2611 Gabel Road
Billings, MT 59102

Notices are effective upon the earlier of receipt, proof of good transmission (facsimiles only), or 5 days after proof of proper posting. Legal notices shall also be emailed to legal@kljeng.com at the time the notice is sent via facsimile or mailed.

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: Mark Anderson, Managing Director II
(name) (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 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 pre-arranged 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

KLJ ENGINEERING
BUSINESS NAME

MIKE NELSON
MAYOR

SIGNATURE

APPROVED AS TO FORM:

PRINT NAME

CITY ATTORNEY’S OFFICE

PRINT TITLE

ATTEST:

DENISE BOHLMAN, CITY CLERK

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 **Mark Rohweder** working under the Principal-in-Charge, **Mark Anderson**.

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 **Joe Hauck**.

Section 3. Scope of Work.

PROJECT SUMMARY

The project consists of complete street reconstruction of Wicks Lane between Hawthorne Lane and Bitterroot Drive, including its intersections with Hawthorne Lane, Caleb Court, Dogwood Drive, and Bitterroot Drive. The new road section on Wicks Lane is currently anticipated to include two travel lanes, two bike lanes, curb, gutter, boulevard (if R/W allows), and sidewalk. The project will complete missing sections of curb and gutter on the south leg of the Wick Lane and Hawthorne Lane intersection, and new storm drain system extended from existing storm drain on each end of the project. Hawthorne Lane and Bitterroot Drive intersections may be conventional stop-controlled, signalized or mini-roundabouts. Project also includes replacement of existing water main and services owned by County Water District of Billings Heights (CWDBH) within the project extents described above and may include re-alignment of a portion of the Billings Bench Water Association (BBWA) irrigation ditch located at the northwest corner of the Wicks Lane / Hawthorne Lane intersection. In addition, survey will be conducted for the proposed addition of a lane between Main Street and the south entrance into Walmart on Wicks Lane.

General Project Assumptions

1. This project will be designed using Autodesk Civil 3D software.
2. Plans will follow City of Billings plan format. Plans will be submitted in PDF and hardcopy formats.
3. Source documents for any electronic deliverable (MS WORD, EXCEL, PDF, Autodesk, etc.) will be provided upon request as part of the project scope if not specified otherwise.
4. City of Billings design standards and Detailed Drawings will be utilized.
5. Project will use City of Billings Modifications to Montana Public Works Standard Specifications (6th Edition).
6. The consultant will copy the City on any correspondence with regulatory agencies, State, Federal, and/or public entities.
7. Project anticipated bid date of April/May 2027.

SERVICES TO BE PERFORMED

100 PROJECT MANAGEMENT (\$29,755.00)

Definition:

Provide project management necessary to complete services described below, throughout the anticipated project duration. This includes developing a project management plan, leading the team, assuring coherence with project objectives, specifying tasks and resources, tracking budgets and timelines, monthly invoicing, and communicating with the City of Billings. The project manager will manage day-to-day activities and coordination for all actions throughout the duration of the project. The project manager will also assure quality control procedures are on-going throughout the project. The project manager will be the liaison between external parties and the Engineer's team. The project manager will notify the City of Billings of ongoing progress along with any concerns. If any items arise during the duration of the project that are outside this scope of work, the project manager will address them with the City of Billings.

Tasks:

101 Work Plan

Prepare a work plan to establish communication protocol, means to control scope of work, track schedules and budget, assign engineering team and subconsultant roles, assure quality, and manage project production.

102 Kick-off Meetings and Project Schedule

Conduct an external kick-off meeting to include Billings' engineering staff to discuss the project schedule and work plan. Maintain and update the schedule prior to construction.

103 Project Coordination

Coordinate throughout the project duration with Billings staff, Engineer's staff, subconsultants, utility owners, and other stakeholders.

104 Budget Monitoring and Progress Reports

Manage the timeline and budget. Prepare monthly invoices and progress reports according to Billings' requirements.

105 Meetings and Updates

Attend 3 scheduled and up to five (5) unscheduled external meetings with Billings or other stakeholders. Provide meeting documentation upon request. Five (5) unscheduled meetings are included throughout the project duration. Provide weekly updates to the City via email and/or phone call.

106 QA/QC

Provide QA/QC with all deliverables.

Deliverables:

1. Kick-off meeting minutes
2. Monthly invoices with progress report.
3. Up to eight (8) project meeting minutes

200 PUBLIC ENGAGEMENT (\$19,540.00)

Definition:

Finalize and implement public engagement strategies during design activities. Develop a Public Involvement Plan which details Project Text/Email Communications, Social Media, Property Owners/Business Communications.

Assumptions:

1. City will manage mailings to local property owners.
2. Assist the City with up to three mailings/letters to property owners
3. Up to two social media graphics and content
4. Email address will be established through KLJ's system (ex. projectname@kljeng.com), text service will utilize constant contact.
5. City will receive and manage call on "hotline".

Tasks:

201 Project Text/Email Communications

Prior to construction starting, establish a project email address and text subscription number for impacted property owners and the traveling public to utilize to receive periodic updates about the project, construction information, and related travel impacts. Work with the City prior to construction to distribute communication material (via mail to directly impacted property owners and via City provided/placed reader boards for the general traveling public) encouraging sign up to either text or emails for updates. Maintain the database of subscribers for text or emails and forward any comments/concerns to designated City staff for response.

202 Social Media

KLJ will develop social media graphics and content and distribute to the City for posting on the City's social media channels communicating about the project and encouraging email/text subscribers. KLJ will prepare up to two graphics and content to be distributed prior to construction beginning.

203 Property Owners/Business Communications

During design milestones, 30%, 90%, and/or 100%, KLJ will provide content to the City for individual mailings to adjacent property owners. The purpose of the mailings is to inform about the project and offer coordination for any property improvements the homeowners may want to incorporate into the project that is paid for by the property owners. KLJ will provide any necessary content and/or graphic support needed for mailings. Purposed mailings:

- 30% design- inform property owners of the project and opportunity to coordinate individual property improvements as part of the project
- 90% design- Informing of anticipated property owner cost responsibility
- 100% design- Final property owner cost responsibility and instructions/options for payment to the City

Deliverables:

1. Establish email, text, and phone lines for the duration of design.

2. Maintain/update database of email and text subscribers.
3. Create two (2) social media graphics and associated content for use and posting by the City.
4. Provide the City content for postcard/mailling to adjacent property owners (initial postcard for email/text sign up, and project updates/cost assessment at 30%, 90%, and 100% design).

300 PRELIMINARY DESIGN ENGINEERING (\$127,979.00)

Definition:

Complete project activities to support development of the 30% design plans.

Assumptions:

1. Survey task does not include title record search to verify adjacent landowners or resolve discrepancies or ambiguities in Right-of-Way (ROW) conditions shown in plats and COSs. The need for additional title research will be determined during this process.
2. Survey will occur when snow is not present within the project area.
3. Two (2) percent annual growth rate in Annual Daily Traffic (ADT)
4. Review of crash data
5. Alternative layouts will be in 2D only
6. City will choose one alternative for each intersection at the time of the 30% design plans to proceed with for final design.
7. One lane on Wicks Lane closed and one remains open during geotechnical boring.
8. All stormwater runoff from project will be conveyed to stormwater main stub out at the intersection of Wicks Lane and Bitterroot Drive.
9. No pretreatment or water quality improvement required prior to connection with existing stormwater main stub out at the intersection of Wicks Lane and Bitterroot Drive.
10. No pumping of stormwater.
11. Costs used based on recent projects bid, MDT average bid prices, or similar readily available costs.
12. Costs based on 30% design plans.
13. City will create landowner assessment tabulation and estimate fees.
14. Design vehicles: WB40 and Bus 40
15. Control vehicle WB67
16. Compare standard and mini-roundabout layouts and R/W impacts
17. Site distance/triangle checks.
18. City will perform all coordination with CWDBH.
19. Updated map with recommendations showing required ROW or Easement Acquisitions.

Tasks:

301 Topographic and Boundary Survey and Base Mapping

Capture missing boundary survey data based on data collected from previous Wicks Lane design. Survey will focus on Wicks Lane along the project extents based on the property pins and recorded plats and Certificate of Surveys. Boundary survey will also include a search through the County Recorder of any original Petitions for creation of a County road easement. Fee is based on assumption that pins will be in-place in their correct locations.

Perform topographic survey of surface features and underground utilities as marked by One Call. Topographic survey will include a 100-foot width centered on the road centerline along the extents of the project described above. KLJ will coordinate with each utility notified through One Call to obtain record utility drawings as available to clarify markings.

Establish primary control points

Coordinate System: Montana State Plane, Zone 2500

Horizontal Datum: NAD83 (2011)

Vertical Datum: NAVD88

Horizontal & Vertical Units: International Feet

Create an existing conditions base map for design and construction purposes and include Topographic and Boundary Survey data collected above. The Base map will also include record drawing information from prior Wicks Lane Reconstruction Project and Bitterroot Drive Storm drain Extension project as appropriate.

If necessary, cost is included for potholing to better locate underground utilities. Cost includes 8 hours, traffic control, and asphalt patching.

302 Intersection Traffic Engineering Studies

Collect and process 24-hour traffic counts at the Wicks Lane/Hawthorne Lane and Wicks Lane/Bitterroot Drive intersections. Existing traffic control warrants will be evaluated in accordance with the MUTCD to determine whether upgrades such as all-way stop control or traffic signal control may be warranted; where applicable, a mini-roundabout may also be considered as an alternative intersection treatment. The study will also evaluate the potential benefit of realigning the offset north and south approaches of Hawthorne Lane at Wicks Lane. Traffic operations (Delay and Level of Service) will be evaluated for the highest-volume peak hour under existing and 2046 conditions.

Future traffic volumes will be developed using nearby MDT count data, and future traffic control warrants and intersection operations will be evaluated. Findings, analyses, and recommended improvements will be summarized in a technical memorandum or brief report considering traffic operations, pedestrian connectivity, and existing transit facilities.

303 Intersection Evaluation

Prepare alternative layouts based on findings and decisions made under Task 302. Layouts will show geometric requirements for traffic and pedestrian ramps, ROW limitations, conflicts with utilities and any need for re-alignment of the BBWA Irrigation Ditch. Prepare a memorandum summarizing the benefits, limitations, and potential issues with each alternative.

304 Geotechnical Investigation

See attached scope of work for the proposed geotechnical investigation.

305 Preliminary Drainage Design

Review stormwater design report provided by the City of Billings for prior Bitterroot Stormdrain Extension project to verify assumptions and applicability of storm drain

extension along Wicks Lane. Delineate drainage area contributing to runoff rates within project extents from GIS level topographic information and general field observations. Estimate runoff and soil characteristics from USGS soils database. Prepare a Hydrological and Hydraulic (H&H) model for said drainage area and determine preliminary storm drain sizing and inlet placement need to comply with the Billings Stormwater Management Manual (SWMM). Prepare a Memorandum summarizing the basis of the preliminary stormwater design.

306 Preliminary Design Plans

Prepare 30% Design Plans. Preliminary plan and profile sheets on 11x17 at 20 scale, including layout of all street improvements, stormwater, and water improvements; and initial proposed profile for finished street surface, storm drain and water main.

307 Preliminary Opinion of Construction Cost

Prepare an Engineer's Opinion of Probable Cost (EOC) based on the 30% design plans.

308 Landowner Assessment Map

Prepare a map showing the location of each assessed lot referenced in the tabulation.

309 Preliminary Design Review

Submit preliminary design phase deliverables to City for review. Conduct a milestone review meeting to discuss the deliverables and recommendations. Provide meeting minutes following the meeting.

310 Private Utility Coordination

Send notifications to utility owners with utilities within project extents. Notifications will include 30% Design Plans, summary of identified utility conflicts and preliminary project schedule.

311 ROW and/or Easement Acquisition

Identify practical design adjustment to avoid ROW or easement acquisition if practical. Update map showing ROW conflicts and submit map to City with recommendations on how to proceed and requirements for additional services, if needed.

Deliverables:

1. Base map
2. Two intersection traffic memos or brief reports for Wicks Ln/Hawthorne Ln and Wicks Ln/Bitterroot Drive
3. Up to six (6) alternative intersection layouts (signalized, 4-way stop, and mini-roundabout) submitted prior to submittal of the 30% design plan set.
4. Memos traffic analysis and 30% design recommendation with the alternate layouts
5. Geotechnical report
6. Preliminary Stormwater Delineation Map with Memo summarizing preliminary stormwater design findings and recommendations
7. 30% design plans
8. Preliminary project schedule
9. Map showing identified ROW concerns
10. Utility notification letters

11. Engineer's Opinion of Probable Cost that includes costs for both intersection alternatives
12. Tabulation of assessment costs
13. Map of assessed lots

400 DESIGN ENGINEERING AND BIDDING (\$181,293.00)

Definition:

Complete project activities to support development of 90% design and final design plans. Assist the City of Billings with the bid and award of project.

Assumptions:

1. No ROW acquisitions are needed. One easement needed to re-align the BBWA Canal at the Hawthorne intersection. The City of Billings will negotiate with landowners with Engineer's assistance.
2. All stormwater runoff from project is conveyed to stormwater main stub out at the intersection of Wicks Lane and Bitterroot Drive.
3. No pretreatment or water quality improvement required prior to connection with existing stormwater main stub out at the intersection of Wicks Lane and Bitterroot Drive.
4. No pumping of stormwater.
5. Any required hydraulic modeling and/or fire flow records will be provided by CWDBH.
6. MT DEQ will review this as an abbreviated administrative review (checklist with environmental review) and no water design reports or environmental assessments will be needed.
7. The City of Billings will advertise for bids.
8. The City of Billings will disseminate the Notice of Award and will assemble, distribute, and coordinate execution of the contract documents.

Tasks:

401 BBWA Coordination

Upon City acceptance of 30% design layout, submit proposed layout of BBWA ditch re-alignment to the BBWA if applicable. Seek input as to acceptability of re-alignment and any required construction standards. Submit grading plan for re-alignment to BBWA at 90% and final design stages. Meet with the BBWA to discuss review comments and adjust the design up to two times based on BBWA review.

402 Easement Acquisition Services

Provide the following services to create an easement to re-align the BBWA Canal at the intersection of Hawthorn Lane.

1. Prepare easement exhibit for the Easement Deed provided by the BBWA Ditch Company or City of Billings.
2. Provide written notification of intent and request for easement to landowner.
3. Meet with landowners and City to discuss easement conditions and proposed ditch realignment design and assist City during City's negotiation with landowners (2-meetings are included in the scope).
4. Revise easement exhibit once based on final direction from City and furnish final exhibit to landowners, BBWA Ditch Company, City, and/or title company for final execution.

403 Construction Plans

Adjust design based on Preliminary Engineering Design Phase review comments from the City and CWBH and complete Construction Plans. Submit Plans to City, CWBH, DEQ and BBWA if applicable, at 90% and final design stages.

Plans include the following:

1. All on 11x17 Plan Sheets
2. Cover Sheet
3. Legend, Abbreviation and General Notes
4. Area Map and Control Sheet
5. Typical Street Sections
6. Existing Conditions and Removals Sheets at 30-scale
7. Utility Plan and Profile Sheets at 20-scale
8. Street Construction Plan and Profile Sheets at 20-scale
9. Intersection and ADA Ramp Detail Sheets at 10-scale
10. Signage and Striping Plans at 20-scale
11. Detail Sheets as needed
12. Street Cross-Sections at 25-foot intervals and at driveways and other critical locations.

A model of the proposed finished ground will be created for completion of the plans. The model is available to contractor awarded the project upon signing an Electronic Data Release form, but warranty will not be made or implied regarding its accuracy and it will be up to Contractors to independently verify. No surface model will be created for the proposed subgrade.

404 Stormwater Design Report

Update 30% H&H analysis to break out sub-catchments and model proposed design in finer detail to model street spread widths and pipe flow capacity in accordance with the SWMM. Provide a Stormwater Design Report showing compliance with the

SWMM or approved deviations where applicable. Submit the Stormwater Design Report to the City at 90% final design stage and update per City review comments.

405 Project Manual

Prepare Project Manual from City of Billings standard template. Submit Project Manual to City for review and revise per City review comments once at 90% and once at final design stages.

406 Engineer's Opinion of Probable Cost

Prepare an updated EOC at 90% and final design.

407 Landowner Assessment Map

Update landowner assessment map at 90% and final design.

408 Design Review

Submit design phase deliverables to City for review at 90% design stage. Conduct a design review meeting with the City to discuss the deliverables and review comments. Provide meeting minutes following the meeting. Revise and design deliverables once per City's review comment, resubmit one time for concurrence on satisfactory completion of required edits, and submit final executed deliverables. Anticipate two KLJ staff will attend review meeting.

409 CWDBH Coordination & MT DEQ Permit Application

Coordinate with CWDBH to obtain required information and hydraulic modeling if needed to support a permit application to MT DEQ. Prepare and submit permit application to DEQ. Revise contents of permit application one time based on DEQ review comments and re-submit for final approval.

410 Private Utility Coordination

Design improvements to avoid existing utilities where practical and coordinate with and inform utilities in cases where avoidance cannot be achieved. Coordination efforts will include sending updated designs and notification letters to each utility within the project extents at 90% and final design stages. The notification will include updates and reminders to the proposed construction schedule with formal requests to relocate existing utilities as applicable.

411 Bid Administration and Award Recommendation

Respond to potential bidder questions, maintain a plan holders list, and assemble and provide City of Billings addenda as appropriate to clarify the contract documents. Prepare an agenda, facilitate the pre-bid meeting, and respond to questions as needed. Review the bids received, prepare a bid tabulation, and prepare a Notice of Award recommendation to the City of Billings.

412 Issue Conformed Plans and Project Manuals

Produce the appropriate number of conformed Plans and Project Manual copies requested by the City of Billings and construction contractor.

Deliverables:

1. 90% design plans

2. Final design plans
3. Project schedule
4. Stormwater design report
5. Project manual
6. Engineer's Opinion of Probable Cost.
7. Submit DEQ application.
8. One revision to permit application and resubmittal if DEQ does provide permit on first submittal.
9. Responses to bidder's questions
10. Plan holders list
11. Addenda
12. Attend Pre-Bid meeting
13. Bid tabulation
14. Notice of Award
15. Recommendation of award
16. Conformed Plans and Project Manual

ADDITIONAL SERVICES AND EXCLUSIONS

Additional Services beyond this scope of work will be addressed with a contract amendment. In addition to those items specifically identified in the above tasks as Additional Services or exclusions, the following list, which is not intended to be all exclusive, provides further Additional Services and/or exclusions.

- Hydraulic modeling of storm trunk main outside of the project extents
- Design for stormwater treatment or detention
- Sanitary sewer design
- Designing private utility modifications
- Landscape design beyond reseeding or sodding.
- Irrigation design (impacts will be a like-for-like replacement)
- Structural design
- Environmental studies, documentation and permitting
- Resetting lost or destroyed survey monuments after construction
- Subsurface Utility Engineering beyond potholing.
- Preparation of change orders, which require additional engineering design or construction review
- Paying permit application fees
- Preparation of a Stormwater Pollution Prevention Plan (SWPPP) or any documents necessary to obtain coverage under the General Permit for Stormwater Discharges Associated with Construction Activities.

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. Phase 100 – Project Management	\$29,755
2. Phase 200 – Public Engagement	\$19,540
3. Phase 300 – Preliminary Design Engineering	\$127,979
4. Phase 400 – Design Engineering and Bidding	\$181,293
Total	\$358,567

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

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

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

Section 3. Corrections.

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

Section 4. Fee Increases

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

Appendix C

Additional Services of Engineer

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

- A. Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study.
- B. As may be requested by Billings, additional design services not included in the original scope of work as outlined in Appendix A.

Appendix D

Schedule of Professional Fees

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustments. Hourly rates for services effective on the date of this Agreement are included below.

The itemized schedule provided below includes direct labor costs, normal payroll and overhead costs, transportation, furnishing equipment and materials normally required for performance of the work and reasonable profit. Direct project costs not itemized herein shall be paid for at actual cost.

Section 1. Professional Services.

See attached fee schedule.

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

2026 KLJ Rate Sheet



KLJ Staff Type	Standard Rate	KLJ Staff Type	Standard Rate
Archaeologist I	\$85	CAD Technician I	\$104
Archaeologist II	\$117	CAD Technician II	\$110
Archaeologist III	\$155	CAD Technician III	\$125
Archaeologist IV	\$204	CAD Technician IV	\$154
Archaeologist V	\$217	GIS Specialist I	\$114
Paleontologist	\$155	GIS Specialist II	\$127
Environmental Specialist I	\$116	GIS Specialist III	\$135
Environmental Specialist II	\$135	GIS Specialist IV	\$156
Environmental Specialist III	\$171	Intern	\$84
Environmental Specialist IV	\$191	Associate Planner	\$117
Environmental Specialist V	\$218	Planner	\$185
Environmental Specialist VI	\$288	Senior Planner	\$241
Government Relations Specialist I	\$111	Sr Public Engagement Strategist	\$162
Government Relations Specialist II	\$152	ROW Associate	\$126
Government Relations Specialist III	\$172	ROW Agent	\$154
Graphic Design Specialist	\$146	Project Controls Specialist I	\$106
Engineering Technician I	\$106	Project Controls Specialist II	\$124
Engineering Technician II	\$117	Survey Technician	\$95
Engineering Technician III	\$149	Crew Chief	\$116
Engineering Technician IV	\$163	Senior Crew Chief	\$163
Engineering Technician V	\$185	Professional Land Surveyor	\$190
Designer Technician	\$130	Principal Land Surveyor	\$223
Associate Designer	\$140	1 Person Survey Crew	\$189
Designer	\$145	2 Person Survey Crew	\$255
Senior Designer	\$204	Project Manager	\$227
Engineer in Training I	\$129	Senior Project Manager	\$284
Engineer in Training II	\$139	Project Assistant I	\$97
Associate Engineer	\$162	Project Assistant II	\$110
Engineer	\$198	Project Assistant III	\$148
Senior Engineer	\$249		

Reimbursable Expenses (if applicable)		
ATV, UTV, Snowmobile	Included in Hourly Rate	
Survey Equipment	Included in Hourly Rate	
CAD and GIS Work Station	Included in Hourly Rate	
Postage and Routing Printing Cost	Included in Hourly Rate	
Mileage	Included in Hourly Rate	
Special Equipment/Software	Per Project Basis	
Subsistence (Per Diem) - Lodging	Actual Cost	
Subsistence (Per Diem) - Meals	\$45 / Day per Person	
Misc. Project Related Expenses	Actual Cost + 10%	
Sub-Contracts	Actual Cost + 10%	

Appendix E

Project Schedule

Based on a notice to proceed by Billings date no later than **October 12th, 2026**, the completion date for the Engineer's work through final design shall be:

- A. Preliminary Design – December 2026
- B. Final Design & Bidding – April/May 2027
- C. Construction Substantial Completion – October 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

See attached for Certificate(s) of Insurance.