

RESOLUTION NO. R14-71

**A RESOLUTION APPROVING THE ATTACHED TASK ORDER NO. 33
AUTHORIZING GREAT WEST ENGINEERING TO PROVIDE
ENGINEERING SERVICES FOR THE SIDEWALKS II CTEP PROJECT.**

WHEREAS, the City of Laurel previously executed an Agreement for Professional Services with Great West Engineering, Inc. on June 5, 2007, via Resolution No. R07-36; and

WHEREAS, the City of Laurel desires Great West Engineering, Inc. provide services for the CTEP Project – Sidewalks II; and

WHEREAS, the attached Task Order No. 33 and its attachments contains all of the duties and responsibilities requested and required by the City and agreed upon by Great West Engineering, Inc. for the project; and

WHEREAS, Great West Engineering, Inc. estimates the cost for Task Order No. 33 to be \$19,000.00 as listed in the attached task order and estimated costs; and

WHEREAS, it is in the best interest of the City of Laurel for Great West Engineering, Inc. to assist the City in this project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana,


That the Mayor is authorized to issue Task Order No. 33, a copy of which is attached, directing Great West Engineering, Inc. to assist with the CTEP Project – Sidewalks II for the sum of \$19,000.00.

Introduced at a regular meeting of the City Council on September 2, 2014, by Council Member
Nelson

PASSED and APPROVED by the City Council of the City of Laurel this 2nd day of September, 2014.

APPROVED by the Mayor this 2nd day of September, 2014.

CITY OF LAUREL



Mark A. Mace, Mayor

ATTEST:



Shirley Ewan, Clerk/Treasurer

APPROVED AS TO FORM:



Sam S. Painter, Civil City Attorney



August 15, 2014

Bill Lloyd
Great West Engineering
PO Box 4817
Helena, MT 59604

Our Internal Audit Unit has reviewed the documentation supporting the **Great West Engineering** audited overhead rate for compliance with criteria contained in the Federal Acquisition Regulations (FAR), Subpart 31.2. Your overhead rate of 1.9104 is accepted based on documentation for your fiscal year ending December 31, 2013. This rate is valid for any contracts executed through December 31, 2014 or within six months thereafter UNLESS, in the interim, MDT accepts a new rate.

For existing contracts, project-specific agreements determine the appropriate rate and effective date to be utilized for negotiation and billing.

The rate identified herein is subject to adjustment upon receipt of additional information.

If you have any questions, please contact me at (406) 444-7292.

Sincerely,

Ryan Dahlke, P.E.
Consultant Design Engineer

RJD/slt

e-copy: Vickie Murphy, Internal Audit Unit
Betty Huckins, Internal Audit Unit
Bryan Miller, Consultant Design Bureau
Jim Murray, Internal Audit Unit
cc: Sheryl Tangen, Consultant Design Bureau

RECEIVED

AUG 19 2014

Great West

Consultant Design Bureau
Phone: (406) 444-6209
Fax: (406) 444-6253

An Equal Opportunity Employer

Engineering Division
TTY: (800) 335-7592
Web Page: www.mdt.mt.gov



115 N Broadway
Suite 500
Billings MT 59101

PHONE: 406.652-5000
FAX: 406.248-1363
www.greatwesteng.com

LETTER OF TRANSMITTAL

To: Mark Mace, Mayor
Of: City of Laurel
Address: P.O. Box 10
Laurel, MT 59044

Date: August 28, 2014
Project: Laurel On-Call
Project No.: 2-07128
Subject: Task No. 33

Phone:

Fax:

We transmit: As requested Attached Under separate cover
Via: Mail e-Mail Courier Overnight delivery Fax

# of Copies	Description
2	Task No. 33

Our action: Reviewed Not approved Approved See remarks
Action requested: Review and comment Approve / Accept
 Make corrections noted Revise and resubmit
 For your information and use

Remarks:

Please find enclosed two signed copies of Task Order No. 33 for the above referenced project. If acceptable, sign both copies, retain one for your records and return one to our office. Please contact me if you have any questions.

From: Chad Hanson e-mail address: chanson@greatwesteng.com
Phone: 406-281-8585 cc: Project file

If enclosures are not as noted, please notify the sender immediately.

HELENA

PO Box 4817 ▪ 2501 Belt View Drive
Helena, MT 59604
406.449.8627 ▪ Fax 406.449.8631



August 28, 2014

City of Laurel
P.O. Box 10
Laurel, MT 59011

**Re: Task Order No. 33 – CTEP Project Sidewalks II
Laurel Engineering Services On-Call
Great West Engineering, Inc. Project No. 2-07128**

Dear Mayor Mace:

This letter constitutes *Task Order No. 33* to our *Agreement for Professional Services* dated June 5, 2007 for the above-referenced Project. Great West Engineering's scope of work for completion of this task order ("Services") is described in the attached Consultant Services Agreement, as required by the Montana Department of Transportation (MDT) for CTEP projects.

The total compensation for these services is estimated to be a lump sum amount of \$19,000, based on the following assumed distribution of compensation as described in the Consultant Services Agreement and Opinion of Probable Cost for the project:

- | | |
|-----------------------------|------------------|
| a. Preliminary Engineering | \$ <u>11,400</u> |
| b. Construction Engineering | \$ <u>7,600</u> |

Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. The total estimated compensation for Engineer's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer's Consultant's charges.

Please have an authorized representative sign both originals of this letter and return one executed original to Great West Engineering at the following address:

Great West Engineering, Inc.
115 N Broadway, Suite 500
Billings, MT 59101

BILLINGS
115 N Broadway
Suite 500
Billings, MT 59101
406.652.5000
Fax 406.248.1363



Acknowledgement. This *Task Order No. 33* is agreed to by the parties and is effective as of the date of this letter.

City of Laurel

Great West Engineering, Inc.

By: Mark A. Mace

By: Daniel M. McCauley

Title: Mark A. Mace, Mayor

Title: Daniel M. McCauley, President

Date: 9/2/2014

Date: AUGUST 28, 2014

CONSULTANT SERVICES AGREEMENT

This Agreement is made and entered into this 2nd day of September 2014, by and between the City of Laurel, Montana, from now on referred to as the Local Entity, and Great West Engineering, Inc., from now on referred to as the Consultant, whose principal office is located at 115 N Broadway, Suite 500, Billings, Montana.

The Montana Department of Transportation, herein referred to as MDT, has approved the proposed Local Entity's enhancement project funded under Montana's Federal-aid Community Transportation Enhancement Program (CTEP).

The Local Entity desires to employ the Consultant to furnish certain specific services of an engineering nature. The Consultant agrees to provide such services in accordance with the conditions provided and to carry out all the duties and obligations imposed by the Agreement.

The Consultant agrees to provide the Local Entity with project development and design for Federal-aid Project Number _____, Sidewalks II - Laurel, Uniform Project Number 8818, located in Laurel, Montana at the following locations.

1. Maryland Lane at the intersections with Pennsylvania and Washington Avenues.
2. 8th Street from 1st Avenue eastward to just past the baseball fields.
3. 6th Avenue at the intersections with Montana and Colorado Avenues.
4. 8th Street at the intersection with Washington Avenue.

This project will involve the design and construction of ADA compliant concrete sidewalks, ADA crossings, and curb and gutter.

The Consultant may obtain copies of all manuals, guidelines and other MDT documents from the CTEP Section. Consultant may be charged for copies of documents.

Article I – Scope of Work

SECTION 1 – STANDARD OF CARE

The Consultant's performance on all services, obligations and responsibilities under this Agreement will be in a manner that is consistent with that degree of care and skill ordinarily exercised by members of the engineering profession currently practicing under similar circumstances.

SECTION 2 – GENERAL

The Consultant, in performance of all work called for under this Agreement, will furnish all services for engineering called for in the specific project scope outlined in Section 4 of this Article. The Consultant will assist the Local Entity in the advertisement and award of the construction contract.

SECTION 3 – PROJECT DEVELOPMENT AND DESIGN

The Consultant will develop the project; conduct all necessary surveys, evaluations, environmental research, documentation and analyses; perform designs and prepare project manuals for the project.

Project development will be in accordance with the *MDT CTEP Manual*. The Consultant's work will be performed in accordance with the most current version of the following documents, as applicable:

- *MDT CTEP Manual,*
- *Appendix CTEP Manual of CSA,*
- *MDT Road Design Manual,*
- *MDT Structure Manual,*
- *MDT Hydraulics Manual,*
- *MDT Survey Manual,*
- *MDT Right-of-Way Operations Manual,*
- *MDT Traffic Engineering Manual,*
- *MDT Construction Administration Manual,*
- *MDT Environmental Manual,*
- *AASHTO Standard Specifications for Highway Bridges,*
- *MDT Detailed Drawings,*
- *MDT Project Development Procedures,*
- *MDT Standard Specifications for Road and Bridge Construction,*
- *MDT Consultant Services Manual,*
- *Manual on Uniform Traffic Control Devices (MUTCD),*
- *American Society for Testing and Materials (ASTM),*
- *Montana Materials Manual of Test Procedures,*
- *MDT CADD Standards Manual,*
- *Approach Standards for Montana Highways,*
- *MDT Public Involvement Handbook,*
- *AASHTO Guide for the Development of Bicycle Facilities,*
- *AASHTO Guide Specification for Design of Pedestrian Bridges, and*
- *Montana Public Works Standard Specifications.*

SECTION 4 – SPECIFIC PROJECT SCOPE

The project scope includes the preliminary engineering to prepare the bid package and construction management activities for the Sidewalks II - Laurel project in accordance with the following timeline. The Consultant and Local Entity will work diligently to adhere to the following timeline and acknowledge that the timeline may be impacted by circumstances beyond their control, such as weather conditions and CTEP review periods.

<u>TASK</u>	<u>DATE</u>
Engage in consultant services agreement	September 2014
Finalize CTEP programming and funding	September-October 2014
Complete preliminary design	November - December 2014
Complete final design	January-February 2015
Complete and release bid documents	March 2015
Award bid	April 2015
Perform construction management activities	May- June 2015

SECTION 5 – REPORTS

- A. The Consultant will prepare the minutes for all meetings involved with the project and provide a copy of each to the Local Entity. The following formal reports will also be required:

1. Bid Package
 2. Project Certification of Completion
- B. The Consultant will identify and justify all exceptions to design standards (see Art. I, Sec. 3) that are found to be necessary during the design of the Project. The justification must include economic analysis. The Consultant will submit a Design Exception Request to the Local Entity for approval by MDT.

SECTION 6 – OBLIGATIONS OF THE LOCAL ENTITY TO THE CONSULTANT

In addition to the obligations of the Local Entity to the Consultant listed elsewhere in this agreement, the Local Entity will:

- A. Cooperate with the Consultant in making necessary arrangements with public officials as the Consultant may need to contact for advice, counsel and information.
- B. Provide timely approvals of the Consultant's formal submittals in writing in all instances. If verbal approvals are given in the interest of progressing the work, they must be confirmed in writing by the Local Entity at the earliest possible time.
- C. The Local Entity will provide the Consultant with any information needed by the Consultant for rendering the services required under this Agreement. If materials prepared by the Local Entity or its consultants are incomplete or erroneous, the Local Entity will compensate the Consultant for any work required to correct them. Information generated by sources other than the Local Entity, MDT or their consultants may be used by the Consultant, but the Local Entity and MDT assumes no liability for its accuracy or completeness.
- D. Furnish copies of the Local Entity's existing as-built construction and right-and-way plans (as available).
- E. The Local Entity will not reuse, make or permit to be made any modifications to the Consultant's final design and drawings without the prior written authorization of the Consultant. The Local Entity will make no claim against the Consultant arising from any unauthorized reuse or modification of the design and drawings.
- F. Give prompt written notice to the Consultant of any development that affects the scope or time of performance of the Consultant's services, or any defect or nonconformance in the Consultant's services or in the work of any subconsultant.

SECTION 7 – CONFERENCES, PROGRESS REPORTS AND LIAISON

- A. Conferences will be held as necessary between representatives of the Local Entity and the Consultant to review and discuss progress and any matters pertinent to any phase of work. Additional compensation will not be made for those conferences.
- B. The Consultant will be responsible to and will report to Kurt Markegard, Director of Public Works, for payment, submission of information, etc. All submittals will be made through Chad E. Hanson, PE, Project Manager, who will be the Consultant's liaison.
- C. Requests for visits to the site or at the office of the Consultant may be made by the Local Entity, representatives of the MDT, Federal Highway Administration or the Consultant in conjunction with any other party or parties for the purpose of review or inspection of the work.

- D. The Consultant will furnish to the Local Entity a brief narrative progress report on the first day of each month showing the status of the work on the Project. The report will cover all phases of work accomplished during the period of the report and show the percentage of work completed for each phase of the Project. Mention should be made of any matters that may have adversely affected the progress of the work.
- E. The Consultant, upon Local Entity's direction, will confer with public agencies, including planning authorities, giving consideration to suggestions and plans of these agencies.
- F. The Consultant will submit to the Local Entity the professional history, classification and salary of each person to be assigned to the Project. The Local Entity will reserve the right to approve all personnel and will so inform the Consultant of approval in writing.

SECTION 8 – PERSONNEL

The Consultant must employ a registered Professional Engineer or Architect in the State of Montana.

SECTION 9 – ENDORSEMENTS

The Consultant will furnish professional stamps, statements or other suitable means to signify responsible endorsement of work.

Article II – Time of Beginning and Completion

SECTION 1 – PROJECT COMPLETION TIME

- A. The Consultant agrees to start work on the professional services outlined in Article I of this Consultant Services Agreement within 10 days after receipt of written notice to proceed from the Local Entity.
- B. The mutually agreed to Project Schedule, Exhibit E, is made a part of this Agreement. Except as provided below, the Consultant must meet all deadlines and scheduled submittal dates. The Consultant will make reasonable efforts to improve on the schedule.
- C. Except as provided below, all work as specified in Article I of this Agreement must be completed by June 30, 2015.
- D. If during the Project development, the Consultant becomes aware of circumstances that have or may have an adverse affect on the scheduled completion of any or all phases of the Project, or that the Consultant will be unable to meet any schedule deadlines or submittal dates, the consultant will immediately notify the Local Entity in writing. The Local Entity and the Consultant will together take the steps necessary to maintain the Project on schedule. The Project completion schedule will be adjusted only if necessary.
- E. The Consultant is not responsible for delays caused by factors beyond the Consultant's control, including delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Local Entity to furnish timely information or approve or disapprove of the Consultant's services or work product promptly or delays caused by faulty performance by the Local Entity.
- F. The Consultant submits the final contract plans package to the Local Entity and MDT for review. The Consultant will make any revisions to the plans that are required as a result of this review.
- G. Any alteration in the time schedule under Article II, Section 1C, shall be subject to the provisions of Article II, Section 2B.

SECTION 2 – CHANGES

- A. If additional work is requested by the Local Entity or delays beyond the control of the Consultant prevent completion of the services to be performed under this Agreement in the time specified, the Local Entity will grant an equitable adjustment of the Agreement amount and/or time for performance for all affected phases of the work. The Consultant shall provide a written request for an adjustment within 10 days from the date the Consultant receives notice of the reasons for the requested adjustment.

ARTICLE III – Payment

SECTION 1 – PAYMENT FOR SERVICES

This Agreement will be administered on a cost plus fixed fee basis. The salaries, overhead rate, salary additive rate and other compensatory rates, as included in the Consultant's cost proposal, Exhibit B, will remain fixed for the duration of this Agreement. However, the Consultant may make written request to the Local Entity to make revisions to the above rates. The Local Entity may approve revisions if they are reasonable and justified.

SECTION 2 – DEFINITIONS

- A. Out-of-Pocket and Subcontract Costs
1. Subcontractor charges directly related to the Project will be reimbursed at cost. All subcontract costs require approval of the Local Entity.
- B. Payment of Services

Payment will be made on the basis of and in accordance with the following schedules:

1. The Consultant will be eligible for reimbursement in the amount of \$9,000 for 90% completed design approved by the local entity.
 2. The Consultant will be eligible for reimbursement of an additional \$2,400 for the final design approved by the local entity and the CTEP Program along with completed bid letting and award to a Contractor.
 3. The Consultant will be eligible for reimbursement of an additional \$2,500 after completing the Pre-Construction Conference.
 4. The Consultant will be eligible for reimbursement of the balance of the lump sum fee plus fees (if any) associated with Amendment(s) to this Consultant Services Agreement at the completion of construction and following submittal of the project certification letter.
 5. The total payment to the Consultant for the work covered under this Agreement will be a lump sum amount of \$19,000.
 6. All costs related to this project are to be in conformance with 48 CFR 31, *Contract Cost Principles and Procedures*.
- C. Partial and Final Payments

Partial payments of the foregoing will be made at monthly intervals as the work progresses, based upon certified invoices received, compatible with current practices and acceptable to the Local Entity. Every

request for payment must include one original and two copies of the certified invoice, along with two copies of the progress report.

When the Consultant completes the work in accordance with the terms of the Agreement, the Local Entity's liaison will certify the completion and recommend final acceptance. The Local Entity will notify the Consultant that acceptance has been made.

The Local Entity reserves the right to withhold payment of the Consultant's final payment until any and all just claims filed with the Local Entity against the Agreement have been settled. Accomplishment of an affidavit on the final claim by the Consultant will constitute full Acceptance by the Consultant of the total amount shown as the entire amount due the Consultant under the agreement.

D. Consultant's Proposal and Cost Estimate

The attached Consultant's Proposal and Cost Estimate, Exhibit B, is made a part of this Agreement. If this document conflicts with the Agreement, the Agreement will govern.

SECTION 3 – INSPECTION AND AUDIT

All books, papers, records, payrolls, vouchers and invoices relating to costs and expenditures incurred as to the performance of the services specified in Article I by the Consultant or any of its subcontractors will be made available to the Local Entity, MDT, the Legislative Auditor and Legislative Fiscal Analyst, the Federal Highway Administration or their authorized representatives, for audit and review, at the Consultant's respective offices, at all reasonable times during the Agreement period and for 3 years from the date of final MDT payment.

SECTION 4 – TYPE OF CONTRACT

The Consultant agrees that this is a Consultant Services Agreement and that they are an independent contractor and not an employee of the Local Entity or MDT. It is further understood by the Consultant that no deductions from the payments under this Agreement for Federal or State income tax, FICA (social security), retirement or other reasons will be withheld by the Local Entity or MDT.

Article IV – Miscellaneous Provisions

SECTION 1 – TERMINATION OR ABANDONMENT

The Local Entity may terminate this Agreement at any time with 15 days written notice to the Consultant, for any of the following:

- If it is in the best public interest to abandon, reduce or change the Project covered by this Agreement. If the Local Entity believes this is appropriate, this Consultant Agreement will be terminated.
- Adverse weather, flood, earthquake, etc., or any other condition beyond the control of the Local Entity and/or Consultant, which may adversely affect the work to be performed, this Agreement may be terminated by the Local Entity.
- A change in the scope, character or complexity of all or any part of the work under this Agreement, the Local Entity may decide that it is in the best public interest to terminate this Agreement.
- If services of the Consultant prove unsatisfactory or because of the failure of the Consultant to perform its work with due diligence or to complete the required services or any part of it within the time limits specified, this Agreement may be terminated.

In these cases, the Consultant will be paid the reasonable value of services rendered up to the time of termination. The reasonable value of services will be based on the method of payment as defined in the Agreement. The approved percentage of completion will be determined by mutual agreement between the Local Entity and the Consultant.

SECTION 2 – GENERAL COMPLIANCE WITH LAWS

- A. The Consultant will observe and comply with existing laws, ordinances and regulations.
- B. The Consultant agrees to indemnify and hold harmless the Local Entity, State and MDT, their officials, agents and employees, while acting within the scope of their duties, from and against all claims, demands and causes of action of any kind or character (including reasonable attorneys fees and costs of defense), to the extent caused by the Consultant's non-negligent but wrongful acts, errors or omissions arising out of services performed or in any way resulting from a non-negligent but wrongful act, error or omission of the Consultant and/or its agents, employees, subcontractors or representatives under this Agreement.
- C. The Local Entity agrees to indemnify and hold harmless the Consultant from and against all claims, demands and causes of action of any kind or character (including reasonable attorneys fees and costs of defense), to the extent caused by the Local Entity's non-negligent but wrongful acts, errors or omissions arising out of services performed or in any way resulting from a non-negligent but wrongful act, error or omission of the Local Entity and/or its agents or employees under this Agreement.
- D. Furnish copies of the Local Entity's existing as-built construction and right-of-way plans (as available).
- E. The Local Entity will not reuse, make or permit any modifications to the Consultant's final design and drawings without the prior written authorization of the Consultant. The Local Entity will make no claim against the Consultant arising from any unauthorized reuse or modification of the design and drawings.

SECTION 3 – OWNERSHIP OF DOCUMENTS

On completion of services or termination of this Agreement, all drawings, map originals, survey notes, field books, calculations, reports and all data used will become the property of the Local Entity. Following their acceptance of these documents, the Consultant will be indemnified, defended and held harmless only for any changes or revisions to the plans and related documents that the Consultant prepares under this Agreement that are made without Consultant's knowledge and written consent.

SECTION 4 – SUBCONTRACTING, ASSIGNMENT OR TRANSFER

The subcontracting, assignment or transfer of any part of this Agreement, except as shown in the Consultant's proposal, is prohibited unless prior written approval is obtained from the Local Entity. Subcontracts that exceed \$10,000 in cost will contain all required provisions of the prime agreement.

SECTION 5 – CHANGES OF WORK

If, during the term of the Agreement, additional services are required, other than those services specified above, or major changes in the work become necessary or desirable, the Local Entity may make written request to the Consultant to perform these services or make changes. If the Consultant is of the opinion that any work requested beyond the scope of this Agreement and constitutes extra work, the Consultant will promptly notify the Local Entity in writing prior to performing work. If the Local Entity agrees that this work does constitute extra work, the Consultant will be reimbursed on a mutually agreed basis, and additional time for completion of the Agreement shall be given. Before work is undertaken, the

Consultant and the Local Entity will, by mutual written agreement, determine the scope of the work and the cost thereof.

Compensation will be determined before the operations begin and as soon as circumstances permit. If a mutual agreement is not reached in negotiations for an increase in work, the Local Entity will use other methods to accomplish the work.

SECTION 6 – MEETINGS AND PRESENTATIONS

The Consultant and its subcontractors, when directed by the Local Entity, will attend and make appropriate presentations at meetings conducted for the purpose of discussing with the public or local, State and Federal officials the effect and objectives of the proposed project or other matters pertaining to the Project.

The Consultant will prepare exhibits and visual aids necessary to clarify the proposed project to the participants of the meetings.

SECTION 7 – ACCURACY OF WORK

The Consultant will make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant without additional compensation (see Art.I, Sec.1).

If any errors are made by the Consultant in any phase of its work under this Agreement that may require additional field or office work, the Consultant will be promptly notified in writing and will be required to perform additional work as necessary to correct these errors without undue delay and without additional cost to the Local Entity. Acceptance of its work will not relieve the Consultant of the responsibility for subsequent correction of any errors and the clarification of any known ambiguities.

Construction problems or conflicts arising as a Local Entity of design or plan errors or omissions will be considered the Consultant's responsibility. The Local Entity will be responsible for any unreasonable interpretation it makes of the Consultant's design, drawings and plans. The Consultant will be notified of all errors and omissions and will meet with Local Entity representatives to assist in determining corrective action at no cost to the Local Entity. If design errors are found to be a cause of the construction problem or conflict, the Consultant will have the opportunity to be involved in discussions to determine the desired corrective action. Following discussions between the Local Entity and the Consultant, the Local Entity will provide the Consultant with its written demand letter for the total costs of the corrective action.

The Consultant agrees to provide proof of errors and omissions insurance coverage not less than \$1,000,000 (one million dollars) for the entire period of the Project for which consultant services are required under this Agreement.

SECTION 8 – VENUE

In the event of litigation, venue shall be the thirteenth Judicial District in and for the County of Yellowstone, State of Montana, and the Agreement shall be interpreted according to the laws of Montana.

SECTION 9 – NONDISCRIMINATION

Reference is made to Exhibit C, which by this reference is hereby made a part of this Agreement.

SECTION 10 – CERTIFICATION

The parties to this Agreement have each executed a certification. The certification of the Consultant, labeled Exhibit A, is attached and by this reference made a part of this Agreement. The certification of the Local Entity, labeled Exhibit B, is attached and by this reference made a part of this Agreement.

SECTION 11 – DBE GOAL

The Consultant will make all reasonable efforts to use MDT's currently certified DBE firms for applicable subcontracting services that are necessary. The Appendix CTEP Manual of CSA contains instructions for accessing the current Internet listing of MDT's certified DBE firms. Contact the MDT Compliance Section, should subcontracting opportunities arise.

Each invoice submitted in accordance with Article III, Section 2E, must state the established DBE goal for the project and the current and cumulative amounts expended to date towards that goal.

SECTION 12 – WORKER'S COMPENSATION COVERAGE

The Consultant agrees to provide proof that he has a policy for Worker's Compensation Insurance or proof that they have elected to be exempt from coverage and this election has been approved by the Department of Labor and Industry. The Consultant agrees to maintain Worker's Compensation Coverage or be self-insured for the entire period of this Agreement.

SECTION 13 – CONSULTANT'S PLANS RESPONSIBILITY

The Consultant will be responsible for the quality of the final plans package (see Art. I, Sec. 1), as the Local Entity will not make a detailed check of the plans. The Consultant will stamp and sign the title sheet of the final contract plans package. The Consultant's name will be shown on all plan sheets of the Project. If Specialty Plans are involved (e.g., Bridge Plans, Sewer/Water Plans prepared for a city and included into the Local Entity's plan package), the Consultant will stamp and sign each page of the plans. The final plans package will be assembled and shall take on the form of a Project Manual and drawings as defined in the *CTEP Manual*.

SECTION 14 – ENTIRE AGREEMENT AND MODIFICATIONS

This Agreement, including referenced or attached documents, is the entire agreement of the parties. Any modification requires a written amendment signed by authorized representatives of both parties.

SECTION 15 – THIRD PARTY BENEFICIARIES

This Agreement is not intended to create anyone as a third party beneficiary or to authorize anyone not a party to the Agreement to maintain an action for damages pursuant to the terms or provisions of this Agreement.


SECTION 16 – CONFIDENTIALITY OF INFORMATION

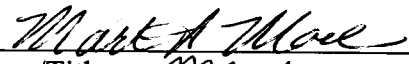
The Consultant understands that the information contained in this Agreement will be part of the public bidding process, and that it must remain confidential between the Consultant and the Local Entity until the Project has been awarded. Failure by the Consultant or its employees to keep that information confidential is considered a breach of this Agreement, and may require the Local Entity to have another consultant rework the product of this Agreement, potentially delaying the Project and costing the Local Entity additional funds. Such an act by the Consultant will be a violation of Art. IV, Sec. 2, and subject all persons or parties involved to possible debarment under ARM Sec. 18.d.101 et seq.

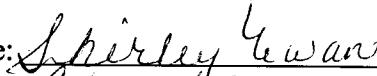
In witness, the parties have sealed this Agreement by their signatures.

Approved for the Consultant

Approved for the Local Entity

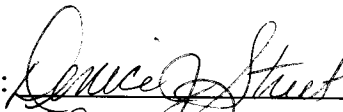
By/Date: 
Daniel M. McCauley, President
Great West Engineering, Inc

By/Date: 
Name/Title: Mayor

Attest By/Date:  9/2/14
Title: Clerk / Treasurer

Federal Employer's ID Number 20-2501633

Approved for Legal Content

Attest By/Date: 
August 28, 2014

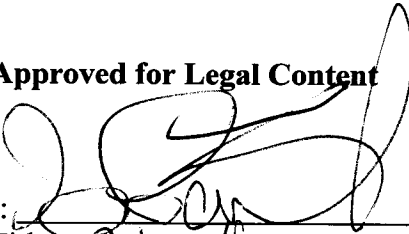
By/Date: 
Title: City Attorney

EXHIBIT "A"

CERTIFICATE OF CONSULTANT

I am a duly authorized representative of the firm of Great West Engineering, Inc., whose address is 115 N Broadway, Suite 500, Billings, MT 59101 and I hereby certify as follows:

1. That neither the firm nor any person associated therewith in a management capacity:
 - a. has employed or retained for commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Agreement;
 - b. has agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or
 - c. has paid or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the Agreement; with no exceptions.

2. That neither the firm, nor any person who has critical influence on or substantial control in the firm, nor any person associated therewith in a management or supervisory capacity:
 - a. is currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any Federal agency or any agency of any State government;
 - b. has, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud; a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c. is currently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses listed in paragraph 2.b of this certification; or
 - d. has had one or more public transactions terminated for cause or default within a three-year period preceding this Agreement.

3. That to the best of my knowledge and belief:
 - a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement; and
 - b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a

Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

I acknowledge that this certificate is to be furnished to the City of Laurel, State of Montana, Department of Transportation and the Federal Highway Administration, in connection with this Agreement involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

AUGUST 28, 2014
Date

Donal M. McCauley
Signature

EXHIBIT "B"

CERTIFICATE OF THE CITY OF LAUREL

I hereby certify that I am the Mayor of the City of Laurel of the State of Montana, and that the above consulting firm, or his representatives, has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

- a. employ or retain, or agree to employ or retain, any firm or person, or
- b. pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind; with no exceptions.

I acknowledge that this certificate is to be furnished the Montana Department of Transportation and Federal Highway Administration in connection with this Agreement involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

9/2/2014
Date

Mart A. Mace
Chief Executive's Signature

EXHIBIT "C"

NOTICE TO CONSULTANTS

During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

A. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

1. Compliance with Regulations: The Consultant shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations, Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even though only State funding is here involved.
2. Nondiscrimination: The Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, any potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination.
4. Information and Reports: Consultant will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Local Entity, MDT or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Entity, MDT or the FHWA as requested, setting forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, Local Entity or MDT may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
 - a. withholding payments to the Consultant under the Agreement until the Consultant complies, and/or
 - b. cancellation, termination or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions: Consultant will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Consultant will take such action with respect to any subcontract or procurement as the Local Entity, MDT or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event Consultant is sued or is threatened with litigation by a subconsultant or supplier as a result of such direction, the Consultant may request the Local Entity to enter into the litigation to protect the interests of the Local Entity or State, and, in addition, the Consultant or the Local Entity may

request the United States to enter into such litigation to protect the interests of the United States.

B. COMPLIANCE WITH MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, 49-3-207, MCA

In accordance with Section 49-3-207, MCA, Consultant agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

C. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

1. Consultant will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.
2. Consultant will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: "The Consultant will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Consultant. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Consultant."
3. All video recordings produced and created under the Agreement will be closed-captioned.

D. COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR 26.

Each Agreement the Local Entity signs with a Consultant (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

EXHIBIT "D"

CTEP CONSULTANT COST ESTIMATE

PRELIMINARY ENGINEERING COST ESTIMATE

TASKS	Total Hours	Principal	Proj. Mang.	Proj. Eng.	Design Eng.	CADD Tech	Survey	Clerical
Project Dev. & Management	10		4	4				
Preliminary Design	24			8	16			
Environmental	10			4	4			2
Right-of-Way	0							
Utilities (Including Rail)	0							
Final Design	60		2	16	40			
Bid Letting	10			8				2
Pre-Bid Conference	4			4				
Construction Award	6			4				2
Total Hours	124	0	6	48	60	0	0	10

COST SUMMARY	Total Hours	Rate	Total Cost
Principal	0		\$0.00
Project Manager	6	\$45.70	\$274.20
Project Engineer	48	\$32.39	\$1,554.72
Design Engineer	60	\$24.50	\$1,470.00
CADD/Designer	0	\$28.58	\$0.00
Survey Crew	0	\$0.00	\$0.00
Clerical	10	\$15.00	\$150.00
Total Labor Cost			\$3,448.92

General Overhead % =	191	Total Cost =	\$10,037.4	Profit % =	12	Fixed Fee =	\$1,204.53
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Subcontractor Expenses	Cost
Total Subcontractor	\$0.00

Direct Expense	Cost
Mileage	\$162.50
Total	\$162.50

TOTAL PRELIMINARY ENGINEERING CO
\$11,404.77

CONSTRUCTION ENGINEERING COST ESTIMATE

TASKS	Total Hours	Principal	Proj. Mang.	Proj. Eng.	Design Eng.	Inspector	Survey	Clerical
Contract Administration	30		4	16				2
Pre-Construction Conference	12			4	4	2		2
Construction Inspection	42					40		2
	0							
	0							
	0							
	0							
	0							
	0							
Total Hours	84	0	4	20	12	42	0	6

COST SUMMARY	Total Hours	Rate	Total Cost
Principal	0	\$0.00	\$0.00
Project Manager	4	\$45.70	\$182.80
Project Engineer	20	\$32.39	\$647.80
Design Engineer	12	\$24.50	\$294.00
Construction Inspector	42	\$24.18	\$1,015.56
Survey Crew	0	\$0.00	\$0.00
Clerical	6	\$15.00	\$90.00
Total Labor Cost			\$2,230.16

General Overhead % = 191 Total Cost = \$5,490.66 Profit % = 12 Fixed Fee = \$778.88

Subcontractor Expenses	Cost
Total Subcontractor	\$0.00

Direct Expense	Cost
Mileage	\$260.00
Total	\$260.00

**TOTAL CONSTRUCTION ENG.
\$7,529.54**

EXHIBIT "E"

SCOPE OF WORK AND SCHEDULE

Project Description

The project is generally described as the Sidewalks II - Laurel project and involves the design and construction of ADA compliant sidewalks, ADA crossings, and curb and gutter.

Scope of Work and Schedule

The project scope includes the preliminary engineering to prepare the bid package and construction management activities for the Sidewalks II - Laurel project in accordance with the following timeline. The Consultant and Local Entity will work diligently to adhere to the following timeline and acknowledge that the timeline may be impacted by circumstances beyond their control, such as weather conditions and CTEP review periods.

<u>TASK</u>	<u>DATE</u>
Engage in consultant services agreement	September 2014
Finalize CTEP programming and funding	September-October 2014
Complete preliminary design	November - December 2014
Complete final design	January-February 2015
Complete and release bid documents	March 2015
Award bid	April 2015
Perform construction management activities	May- June 2015

EXHIBIT "F"
CERTIFICATION OF INDIRECT COSTS

Firm Name:

Indirect Cost Rate:

Fiscal Period Covered: to

I, the undersigned, certify that I have reviewed the proposal to establish the indirect cost rate(s) for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principals of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rate(s) have been disclosed. I agree to immediately notify MDT of any changes that may affect the indirect cost rate(s).

Signature:

Name of Certifying Official:

Title (must be V.P., CFO, or higher):

Date of Certification:



August 15, 2014

Bill Lloyd
Great West Engineering
PO Box 4817
Helena, MT 59604

Our Internal Audit Unit has reviewed the documentation supporting the **Great West Engineering** audited overhead rate for compliance with criteria contained in the Federal Acquisition Regulations (FAR), Subpart 31.2. Your overhead rate of 1.9104 is accepted based on documentation for your fiscal year ending December 31, 2013. This rate is valid for any contracts executed through December 31, 2014 or within six months thereafter UNLESS, in the interim, MDT accepts a new rate.

For existing contracts, project-specific agreements determine the appropriate rate and effective date to be utilized for negotiation and billing.

The rate identified herein is subject to adjustment upon receipt of additional information.

If you have any questions, please contact me at (406) 444-7292.

Sincerely,

Ryan Dahlke, P.E.
Consultant Design Engineer

RJD/slt

e-copy: Vickie Murphy, Internal Audit Unit
Betty Huckins, Internal Audit Unit
Bryan Miller, Consultant Design Bureau
Jim Murray, Internal Audit Unit
cc: Sheryl Tangen, Consultant Design Bureau

RECEIVED

AUG 19 2014

Great West

Consultant Design Bureau
Phone: (406) 444-6209
Fax: (406) 444-6253

An Equal Opportunity Employer

Engineering Division
TTY: (800) 335-7592
Web Page: www.mdt.mt.gov