

A G E N D A R E P O R T

DATE September 16, 2003

ITEM Professional Services Agreement, North Entry Landscaping CTEP Project (O.F. 1306.4)

INITIATED BY Public Works Department

ACTION REQUESTED Approve Agreement

PREPARED BY Andrew Finch, City-County Planning

REVIEWED, APPROVED & PRESENTED BY Jim Rearden, Public Works Director

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RECOMMENDATION:

It is recommended the City Commission approve the professional services agreement with L’Heureux Page Werner in the amount of \$9,500 for design of a landscaping project at the City’s north entryway.

MOTION:

“I move the City Commission approve the professional services agreement with L’Heureux Page Werner in the amount of \$9,500 and authorize the City Manager to execute the agreement.”

SYNOPSIS:

Under the Community Transportation Enhancement Program (CTEP), funds were allocated for landscaping and a “Welcome to Great Falls” sign at the north entrance to Great Falls, at the junction of the Old Havre Highway and 15th St. NE. The Great Falls architectural firm of L’Heureux Page Werner, PC was selected to design and prepare bidding documents for the project, as well as provide some construction phase assistance. Design phase services amount to \$7,546.36 with construction phase services amounting to \$1,953.64. Additional, reimbursable expenses (such as bidding document reproduction) are not expected to exceed \$350.

BACKGROUND:

In 2002, the City Commission allocated Community Transportation Enhancement Program funds to improve the north entrance to Great Falls through the construction of a Welcome sign, as well as the installation of landscaping in the public right-of-way. It was recognized by the Commission that the north entrance will be extensively used during the Lewis & Clark Bicentennial, and the area is in need of beautification. It was also recognized that public landscaping and other aesthetic improvements often have a “ripple effect”, encouraging nearby property owners to visually upgrade their properties.

The project will be installed on right-of-way owned by the Montana Department of Transportation, who has given verbal permission to construct the project. No land will be purchased for this project.

CTEP consultant selection procedures were followed, which involved direct negotiation with a qualified and interested firm. L’Heureux Page Werner is a local architectural firm that has designed CTEP projects in the past, involving improvements to Paris Gibson Square Museum of Art. The fee for the project was negotiated at a lump sum price of \$9,500. This fee will include design and preparation of a biddable set of

construction documents, including plans and specifications. The firm will also provide technical assistance during the construction phase. However, most construction oversight will be performed by Public Works Department staff.

The project will be designed and administered in accordance with applicable local, State and Federal standards and requirements. The Public Works Department, with assistance from the City-County Planning and Park & Recreation Departments, will administer the consultant agreement and oversee and participate in project design.

FINANCIAL IMPACT:

This contract will be paid through Community Transportation Enhancement Program funds (\$8,225), with matching dollars provided by the City (\$1,274). The proportional funding split is approximately 87/13, State/City.

Attach: Professional Services Agreement (2)

cc: Jon Thompson, Park & Recreation
Dave Dobbs, Engineering
Scott Karaffa, Public Works
Andrew Finch, City-County Planning

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this _____ day of _____, 2003 by and between **City of Great Falls, Montana**, herein referred to as the "**City**" and **L'Heureux Page Werner PC** whose address is **15 Fifth Street South, Great Falls, Montana 59401** herein referred to as the "**Consultant**", Witnesseth:

WHEREAS, the Montana Department of Transportation, herein referred to as the "**MDT**", has awarded the City enhancement funds under the Montana Community Transportation Enhancement Program (CTEP) for purposes of implementing federal-aid project **STPE 5299(62), NORTH ENTRY LSCAPING-GTF, Control Number 5217, Office File 1306.4, generally located at the intersection of 15th St NE and the Old Havre Highway, Great Falls, Montana.**

WHEREAS, the City desires to engage the Consultant to render certain architectural services related to the development of the above described CTEP project; and

WHEREAS, the City has complied with state and federal procurement requirements regarding the selection of consultants; and

WHEREAS, the City desires to enter into a contract with the Consultant as hereinafter provided to assure the effective design and construction of the project;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. EMPLOYMENT OF CONSULTANT. The City agrees to engage the Consultant, and the Consultant agrees to provide the following services in order to provide for the effective design and construction of the CTEP project for the City as approved by MDT.
2. INDEPENDENT CONTRACTOR. It is understood by the parties hereto that the Consultant is an independent Contractor and that neither its principals nor its employees, if any, are employees of the City for purposes of tax, retirement system, or social security (FICA) withholding and that no deductions made from the payments under this Agreement for federal or state income tax, FICA (social security), retirement or other reasons will be withheld by the City. It is further understood that pursuant to section 39-71-401, MCA, the Consultant has obtained, and will maintain at its expense for the duration of this Agreement, coverage in a workers' compensation plan for its principles and employees for the services to be performed hereunder.
3. CONFLICT OF INTEREST. The Consultant covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the CTEP project which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that, in performing this Agreement, it will employ no person who has any such interest.
4. LIAISON. The City's designated liaison with the Consultant is **Scott Karaffa**. The Consultant's designated liaison with the City is **Ryan Smith**.
5. EFFECTIVE DATE AND TIME OF PERFORMANCE. This Agreement takes effect on the date hereinabove written. The services to be performed by the Consultant will be completed no later than July 31, 2004.
6. SCOPE OF SERVICES. The Consultant will perform the services outlined in Exhibit "E" to this Agreement.

It is understood and agreed by the parties that the services of the Consultant do not include any of the following: the disbursement or accounting of funds distributed by the City's financial officer, legal advice,

- fiscal audits or assistance with activities not related to the CTEP project.
7. ENDORSEMENTS. The Consultant will furnish professional stamps, statements, or other suitable means to signify responsible endorsement of work.
 8. ACCURACY OF WORK. The Consultant will be responsible for the accuracy of the work and will promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant without additional compensation.
 - A. If any errors are made by the Consultant in any phase of the work under this Agreement which will require additional field or office work, the Consultant will be promptly notified and will be required to perform such additional work as may be necessary to correct these errors without undue delay and without additional cost to the City. Acceptance of the work will not relieve the Consultant of the responsibility for subsequent correction of any such errors and the clarification of any known ambiguities.
 - B. It will be part of the Consultant's responsibilities to assist in the resolution of construction problems or conflicts that arise as a result of errors and omissions in the contract documents. The Consultant will be notified of all such errors and omissions and will be requested to assist in determining corrective action at no cost to the City. The liability of the Consultant for the cost of the corrective action will be determined by the City following discussions between the City and the Consultant.
 - C. 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.
 9. CHANGES IN WORK. If, during the terms of the Agreement, additional services are required other than those services identified in the Scope of Work, or major changes in the work become necessary or desirable the City may, in writing, order the Consultant to perform such services or make such changes or, if the Consultant is of the opinion that any work he has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Consultant must promptly notify the City in writing prior to performing such work.
 - A. In the event the City determines that such work does constitute extra work, the Consultant will be reimbursed on a mutually agreed number of units at the unit prices provided in the Consultant's proposal, Exhibit "D" and additional time for completion of the contract will be given. Before such work is undertaken, the Consultant and the City will, by mutual written agreement, determine the scope of the work and the related cost.
 - B. Compensation will be determined before the operations begin and as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the City will use other methods to accomplish such item(s) of work.
 10. OBLIGATION OF THE CITY TO THE CONSULTANT. In addition to the obligations of the City to the Consultant listed elsewhere in this Agreement, the City shall:
 - A. As far as possible cooperate with the Consultant in making necessary arrangements with public officials and with such individuals as the Consultant may need to contact for advice, counsel, and information.
 - B. Provide all approvals of the Consultant's formal submittals in writing in all instances. If verbal approvals are first given in the interest of progressing the work, such verbal approvals shall be confirmed in writing by the City at the earliest possible time.
 - C. Provide all available existing data for the project.

11. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK, PROGRESS REPORTS AND LIAISON.

A. Conferences will be held as necessary between representatives of the City and Consultant to review and discuss progress and any matters pertinent to any phase of work.

B. The Consultant's designated liaison will be responsible to and will report to the City's designated liaison for payment, submission of information, etc. All submittals will be made through the City's liaison.

C. Requests for visits to the site or at the office of the Consultant may be made by the City, the MDT, representatives of the Federal Highways Administration, or any other authorized representatives of the above for the purpose of review or inspection of work.

D. The Consultant will furnish to the City 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 work.

E. The Consultant, when so directed by the City will confer with public agencies, including planning authorities, giving consideration to suggestions and plans of such agencies.

12. 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 the Scope of Work by the Consultant or any of its sub-consultants, will be made available to the City, 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 three years from the date of final payment.

13. PAYMENT FOR SERVICES. For all services performed by the Consultant under this Agreement and as full and complete compensation therefore, including all expenditures made and all expenses incurred by the Consultant in connection with this Agreement, the City agrees to pay the Consultant the lump sum of **Nine Thousand Five Hundred Dollars (\$9,500.00) Dollars**, subject to and in conformity with all the provisions of this Agreement.

Partial and Final Payments: Partial payments of the foregoing will be made at monthly intervals as the work progresses, based upon an approved percentage of completion.

All costs related to this project are to be in conformance with 48 CFR 31.2 (Federal Procurement Regulations).

Payments will be made pursuant to certified invoices received compatible with current practices and acceptable to the City. Three copies of the invoices must be submitted with each billing.

Whenever the Consultant will have completed the work in accordance with the terms of the Agreement, the City will certify to the completion and make final acceptance. The City will notify the Consultant that acceptance has been made.

The City reserves the right to withhold payment of the Consultant's final payment until the agreed upon services are finished to the full satisfaction of the City.

Consultant Unit Labor Costs: The attached unit labor costs, Exhibit "D", by this reference is hereby made a part of this Agreement.

14. MODIFICATION AND ASSIGNABILITY OF AGREEMENT. This Agreement contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Agreement, are valid or binding. This Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The Consultant may not subcontract or assign its rights, including the right to compensation, or duties arising hereunder without the prior written consent of the City.
15. SUB-CONSULTANT/AGREEMENTS. (Not Applicable)
16. TERMINATION OF AGREEMENT. This Agreement may be terminated for cause:
- A. If, at any time before the date of completion, one of the parties determines that the other party has failed to comply with any of the terms and conditions of this Agreement, the aggrieved party may give notice, in writing, to the defaulting party of any deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If the defaulting party fails to cure and correct all defaults claimed within a reasonable period to be specified in the notice, the aggrieved may, with no further notice, declare this Agreement to be terminated in whole or in part.
- B. If the Consultant is the defaulting party, it will thereafter be entitled to receive payment for those services satisfactorily performed to the date of termination less the amount of reasonable damages suffered by the City by reason of the Consultant's failure to comply with the Agreement's terms and conditions.
- C. If the City is the defaulting party it will pay the Consultant for those services satisfactorily performed to the date of termination plus the amount of reasonable damages suffered by the Consultant by reason of the City's failure to comply with the Agreement's terms and conditions.
- D. Notwithstanding the above, the defaulting party is not relieved of liability to the aggrieved party for damages sustained by the aggrieved party by virtue of any breach of this Agreement.
- E. If the Consultant is the defaulting party, the City may withhold any payments to the Consultant for purposes of setoff until the exact amount of damages due the City from the Consultant is determined.
17. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE. The parties understand and agree that performance of this Agreement is in Great Falls, Montana and that in the event of litigation concerning it, venue is the 8th Judicial District in and for the County of Cascade, State of Montana.
- This Agreement will be construed under and governed by the laws of the State of Montana.
18. LEGAL FEES. In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.
19. OWNERSHIP AND PUBLICATION OF MATERIALS. All reports, information, data, and other materials prepared by the Consultant pursuant to this Agreement are the property of the City and the MDT which have the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City and the MDT.
20. 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 County, state and MDT, their officials, agents, and employees, while acting within the scope of their duties as such, 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 negligent acts, errors, or omissions arising out of services performed, or in any way resulting from a negligent act, error, or omission of the Consultant and/or its agents, employees, subcontractors, or its representatives under this Agreement.

C. The Consultant agrees to indemnify and hold harmless the County, state and MDT, their officials, agents, and employees, while acting within the scope of their duties as such, 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 its representatives under this Agreement.

D. The County 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 County's negligent acts, errors, or omissions arising out of services performed, or in any way resulting from a negligent act, error, or omission of the County and/or its agents or employees under this Agreement.

E. The County 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 County'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 County and/or its agents or employees under this agreement.

21. CONSULTANT'S PROPOSAL AND COST ESTIMATE. The attached unit labor costs, Exhibit "D", by this reference is made a part of this Agreement. If this Agreement and the proposal conflict in any areas, the Agreement will be binding.

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

23. 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 City, labeled Exhibit "B", is attached and by this reference made a part of this Agreement.

24. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA).

A. Consultant will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.

B. Consultant will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: " L'Heureux Page Werner will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by L'Heureux Page Werner. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call L'Heureux Page Werner."

25. DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOALS.

Even though a 0% DBE goal was set for this project, Montana Department of Transportation certified DBE firms will be given serious consideration should subcontracting of certain services be deemed necessary by the Prime Consultant on this project.

Debbie Riemann, the MDT Compliance Specialist will be contacted at (406)444-6337, should subcontracting opportunities arise.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2003.

L'HEUREUX PAGE WERNER, P.C.

CITY OF GREAT FALLS

BY: _____
Stephen M. L'Heureux
President

BY: _____
John W. Lawton
City Manager

DATE: _____

DATE: _____

ATTEST _____

Melodi A. Wald
Deputy City Clerk

(OFFICIAL SEAL)

APPROVED FOR LEGAL CONTENT

David V. Gliko
City Attorney

EXHIBIT "A"

CERTIFICATE OF CONSULTANT

I am a duly authorized representative of the firm of L'Heureux Page Werner, P.C., whose address is 15 Fifth Street South, Great Falls, Montana, 59401 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 contract;
 - (b) has agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, 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 contract; 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;
 - (b) has, within a three-year period preceding this contract, been convicted 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.
 - (d) has had one or more public transactions terminated for cause or default within a three-year period preceding this contract.
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.
 - (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 Great Falls and the Federal Highway Administration, in connection with this contract involving participation of Federal-Aid CTEP funds, and is subject to applicable state and federal laws, both criminal and civil.

Date

Stephen M. L'Heureux, President

EXHIBIT "B"

CERTIFICATE OF THE CITY OF GREAT FALLS

I hereby certify that I am the City Manager of the City of Great Falls, 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 contract, 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 to the Montana Department of Transportation in connection with this contract involving participation of Federal-Aid CTEP funds, and is subject to applicable state and federal laws, both criminal and civil.

Date

John W. Lawton, City Manager

EXHIBIT "C"

COMPLIANCE WITH STATE AND FEDERAL CIVIL RIGHTS LAWS

During the performance of this Agreement the Consultant, or itself, its assignees and successors in interest (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 will comply with the Regulations of the Department of Transportation relative to non-discrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Non-discrimination

In accordance with Section 207 of the Governmental Code of Fair Practices, Title 49, Chapter 3, M.C.A. the Consultant will assure that hiring of persons who will perform work on this contract after award and prior to completion 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 handicap, or national origin by the persons performing the contract.

The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Title 49, Code of Federal Regulation, Part 21, including employment practices, when the contract covers a program set forth in Appendix A of the regulations.

(3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or equipment, each potential sub-consultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to non-discrimination on the ground of race, color or national origin.

(4) Information and Reports

The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant to, and will permit access to its books, records, accounts, other sources of information, any of its facilities as may be determined by the Government or the Federal Highway Administration to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant will so certify to the Government, or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Non-compliance

In the even of the Consultant's non-compliance with the non-discrimination provisions of his Agreement, the Government will impose such agreement sanctions as it or the Federal Highway Administration may determine to be appropriate including, but not limited to,

- (a) Withholding of 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

The Consultant will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued. The Consultant will take such action with respect to any subcontract or procurement as the Government or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however that, in the event a Consultant becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State and, in addition, the Consultant 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, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

EXHIBIT "D"

CONSULTANT COST ESTIMATE AND UNIT LABOR COSTS

UNIT LABOR COSTS

NAME	HOURLY RATE
Principal 1	
Stephen M. L'Heureux, AIA	\$135.00
Principal 2	
Timothy M. Peterson, AIA	\$105.00
Project Architect 1	
James Page, AIA	\$85.00
David Cantley, AIA	\$85.00
Ryan Smith, AIA	\$85.00
Project Architect 2	
Ron LaRue, AIA	\$70.00
Senior Mechanical Engineer	
Dane S. Willis, P. E.	\$100.00
Senior Electrical Engineer	
Henry P. Lindgren, P. E.	\$85.00
Mechanical Engineer 1	
Rich Schubert, P. E.	\$70.00
Mechanical Engineer 2	
Greg Corn	\$60.00
Drafter 1, 2, 3	
Gary Koford	\$60.00
Rodney Nichols	\$55.00
Craig Johnson	\$50.00
Construction Administrator 1	
Earl Ackerman	\$70.00
Ron LaRue, AIA	\$70.00
Kevin Lacey	\$70.00
Clerical	
Susan Weiser	\$45.00
Vicky Golie	\$30.00

COST ESTIMATE BY PHASE

Phase	Percentage of Total Fee	Phase Fee
Schematic Design	20.94%	\$1,989.00
Design Development	20.47%	\$1,944.80
Construction Documents	30.99%	\$2,944.03
Bidding and Negotiations	07.04%	\$ 668.53
Construction Administration	20.56%	\$1,953.64
Total	100%	\$9,500.00

Reimbursable Expenses such as reproduction and mailing to be reimbursed at a rate of 1.0.

Reimbursable Expenses are expected to not exceed \$350.00.

EXHIBIT "E"

DESCRIPTION OF WORK

Project Title: North Entry Lscaping-GTF; STPE 5299(62); Control No. 5217; O.F. 1306.4

General Location: Intersection of 15th St. NE and Old Havre Highway, Great Falls, Montana

General Project Description: Major project construction elements include but are not limited to landscaping and a welcome sign, including irrigation, earthwork, topsoil, shrubs, trees, seeding and monument rocks.

Specific Work Elements:

1. Preliminary Design Phase

- A. ***Pre-design Meeting.*** An on-site field review/pre-design meeting will be held with the City to familiarize the Consultant with the project and concerns of all agencies and partners.
- B. ***Research, Collect and Assemble Design Data***
 - Control Location and Topography Survey Data
 - Utility/roadway locations and easements
 - Environmental Data
 - City Staff and Other Community Input, if any
- C. ***Surveys*** – Topographic and location of any existing property pins or right-of-way monuments to be performed by City and provided to consultant in AutoCad 2000 format. Survey will include location of roadside features such as signs, hydrants, etc. as well as known utility locations. The City will coordinate with the Montana Department of Transportation (MDT) to obtain available right-of-way information, if available.
- D. ***Environmental Data***

The City will research, assemble, and review existing data. No historical/cultural resource surveys are planned. A Group (c) Categorical Exclusion is anticipated for the environmental documentation.
- E. ***Coordination***

The Consultant will coordinate all design aspects of the project with the City and, where appropriate, the MDT.
- F. ***Predesign Report***

The Consultant will prepare a predesign report. The report shall include but shall not be limited exclusively to the following:

 - Design Recommendations, including but not limited to a conceptual drawing of the Welcome sign and related landscaping, landscaping proposal for the remainder of the project, proposed plant materials, etc.
 - Preliminary Construction Cost Estimate
 - Construction Phasing and Schedule
 - Issues, such as permitting, construction, drainage, right-of-way limitations, utility conflicts, etc.

G. *Preliminary Plans and Specifications (90%)*

- The Consultant will submit to the City four (4) sets of the preliminary plans and specifications at the 90% completion stage for review and comment.
- A meeting with the City and the Consultant will be held to discuss 90% plans/specs.

2. Final Design Phase

A. *Plans/Specifications/Project Manual (99%)*

- The Consultant shall submit to the City two (2) sets of the plans, specifications and project manual for review.

B. *Plans/Specifications/Project Manual (100%)*

- The Consultant shall coordinate the final design with the City. Plans, specifications and project manual shall be prepared in standard MDT/CTEP format.
- The Consultant shall submit to the City four (4) sets of the plans, specifications, project manual and final cost estimate (all signed and sealed by the Consultant). The City shall coordinate review of the plans, specifications, project manual and cost estimate by MDT.
- If MDT has changes, the Consultant shall make corrections to documents, including any necessary re-design, and prepare final sets. Eight (8) final sets, including cost estimates, will be provided to the City: Public Works (1) Engineering (1) Planning (1) Park & Recreation (1) MDT (3) City Clerk (1).

C. *Permits/Legal Documents*

The City shall obtain any permits required for construction of the project.

3. Bidding Phase

The City shall advertise for bids. The Consultant will prepare the addenda, conduct the pre-bid conference and/or walkthrough, prepare meeting minutes for the pre-bid conference, provide plan and project manual production and distribution, attend the bid opening, review bids, and recommend award.

4. Construction Phase

- A. The City shall secure two signed sets of bidding documents from contractor, including insurance, bonds, signed agreement, etc.
- B. The City and Consultant shall jointly conduct a Pre-Construction Conference and prepare minutes
- C. The Consultant shall provide four (4) sets of Construction Plans and Specifications to Contractor
- D. The Contractor shall provide construction surveying (alignment, grade and right of way)
- E. The City shall provide Project Resident Representative, including work inspections, as needed, and daily site visits
- F. The Consultant shall review and approve Submittals and Shop Drawings
- G. The City shall conduct quality control testing for construction materials and methods
- H. The City shall conduct contract administration, including review and approval of contractor pay requests, perform on site EEO/wage rate inspections and collect contractor payrolls
- I. The City and Consultant shall arrange for and attend coordination meetings with contractor and City and Consultant, as needed

- J. The Consultant shall, in coordination with and cooperation by the City, prepare and submit reproducible “As-built” Drawings
- K. The Consultant shall prepare work directives and change orders, as required
- L. The City and Consultant shall perform inspection for Substantial Completion, as well as a final inspection
- M. The City shall obtain lien waivers, etc.