

CONSULTANT SERVICES AGREEMENT

[City Project No. PR 11-09 MT](#)

This Agreement is made and entered into this ____ day of _____, by and between [the City of Missoula](#), from now on referred to as the Local Entity, and [WGM Group, Inc.](#), from now on referred to as the Consultant, whose principal office is located at [3021 Palmer St, PO Box 16027, Missoula, MT 59808-6027](#).

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 a [professional 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 [CTEP 8199\(66\), Milwaukee Railroad Path - Missoula](#), Control Number [5578](#), located [in Missoula, Montana](#).

[This project will involve approximately 5200 feet of asphalt paved bicycle-pedestrian path and on-street path between Russell Street and Reserve Street, utilizing the newly acquired easements on or near the former Milwaukee Railroad through the River Road neighborhood, in Missoula, MT. The project will include curb ramps, benches, signing, reseeding, and landscaping.](#)

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 [preliminary engineering and construction 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 Consultant agrees to perform professional services in connection with the project and will serve as the Owner's representative in those phases of the project to which this agreement applies.

Professional services to be provided by the Engineer are generally described as preliminary design, environmental documentation, final design and contract document preparation, and construction administration services. The fixed scope of services for this agreement are detailed in the Scope of Services, Exhibit E, and by this reference are made a part of this agreement.

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. [Preliminary Design Report](#)
- 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-of-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 [Dave Shaw](#), for payment, submission of information, etc. All submittals will be made through [Jeremy Keene](#), 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 [December 31, 2011](#).
- 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.
- B. If additional work is requested by the LPA or delays beyond the control of the Consultant prevent completion of the services to be performed under this Agreement in the time specified, the LPA 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 ten (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 D, 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. Payroll Costs

1. Payroll costs shall be defined as the actual salaries and payroll items of all personnel working on the Project. The Local Entity agrees to pay actual payroll items including Social Security, Unemployment Compensation, excise and payroll taxes, employees' compensation insurance, sick leave, vacation, holiday pay and employees' retirement, employee medical and disability insurance, in addition to actual salaries. The Local Entity agrees to reimburse the Consultant for overtime at the rate of one and one-half (1½) times the hourly rate paid each employee. Requests for authorization of overtime will require prior written approval of the Local Entity.
2. Overtime is all hours worked in excess of 40 hours per week.
3. The hourly rate for salaried employees shall be determined from their annual salary divided by 2080 hours.

B. General Administrative Overhead

General administrative overhead of the Consultant is applicable to the payroll costs described in Paragraph A "Payroll Costs". Overhead may include, but not be limited to, the following: administrative, clerical and unallocated labor; employee bonuses and incentive awards; general travel expenses; depreciation; dues and subscriptions; computer and equipment expense; equipment rental; freight; general business insurance; employee travel accident and life insurance; legal and accounting; office, drafting room and laboratory supplies; professional society fees; recruiting; rent; building and equipment repairs and maintenance; taxes and licenses; telephone and telegraph (except toll charges specifically related to each individual project); general travel and employee relocation; utilities and janitorial services and office miscellaneous expense. Specifically excluded are bad debts and interest on borrowed capital.

C. 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.

D. Payment of Services

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

1. The Consultant will be reimbursed for the actual payroll costs as set forth in Article III, Section 2, Paragraph A, for the time employees are directly used on work necessary to fulfill the terms of this Agreement. To this amount will be added the general administrative overhead costs as set forth in Article III, Section 2, Paragraph B.

2. The Consultant will be reimbursed for actual out-of-pocket expenses and subcontract costs as specified in Article III, Section 2, Paragraph C.
3. The Consultant will be paid a fixed fee (profit) not to exceed \$16,923 Dollars.
4. The total payment to the Consultant (including payroll costs, out-of-pocket expenses, subcontract costs and fixed fee) for the work covered under this Agreement will not exceed \$176,900 dollars.
5. All costs related to this project are to be in conformance with 48 CFR 31, *Contract Cost Principles and Procedures*.

E. 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. Payments on the fixed fee will be based on the estimated percentage of completion of work. Every request for payment must include one original and three copies of the certified invoice, along with three 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.

F. Consultant's Proposal and Cost Estimate

The attached Consultant's Proposal and Cost Estimate, Exhibit D, 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 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 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 negligent acts, errors or omissions arising out of services performed or in any way resulting from a negligent 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 [21st](#) Judicial District in and for the County of [Missoula](#), 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

WGM Group, Inc.
P.O. Box 16027
Missoula, Montana 59808-6027

_____ Date: _____
Brent A. Campbell, President/CEO

Federal Employer’s ID Number _____

Approved for the Local Entity

City of Missoula
435 Ryman Street
Missoula, MT 59802

_____ Date: _____
John Engen, Mayor

Attest: _____ Date: _____
Martha L. Rehbein, City Clerk

Approved for Legal Content

_____ Date: _____
Jim Nugent, City Attorney

Exhibit A – CERTIFICATE OF CONSULTANT

I am a duly authorized representative of the firm of [WGM Group, Inc](#), whose address is [3021 Palmer St, P.O. Box 16027, Missoula, MT 59808-6027](#) 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 Missoula](#), 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.

_____ Date: _____
Brent A. Campbell, President/CEO

Exhibit B – CERTIFICATE OF THE CITY OF MISSOULA

I hereby certify that I am the Mayor of the City of Missoula, 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.

_____ Date: _____
John Engen, Mayor

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."

Professional Services Estimate

EXHIBIT D

Page 1 of 2

Detailed Costs

Project Name: Milwaukee RR Path - Missoula
 Project Number: 091106
 Client: Missoula Parks Department
 Date: 12/17/2009




DIRECT LABOR	Rate \$/Hr	Phase 01 DESIGN DEVELOPMENT		Phase 02 PRELIMINARY DESIGN		Phase 03 ENVIRONMENTAL & PERMITTING		Phase 04 FINAL DESIGN		Phase 05 CONSTRUCTION SERVICES		TOTAL LABOR	
		Hours	Total \$	Hours	Total \$	Hours	Total \$	Hours	Total \$	Hours	Total \$	Hours	Total \$
Principal Engineer	\$ 40.00	68	\$ 2,720	30	\$ 1,200	4	\$ 160	38	\$ 1,520	16	\$ 640	156	\$ 6,240
Project Engineer	\$ 28.00	4	\$ 112	64	\$ 1,792	16	\$ 448	170	\$ 4,760	42	\$ 1,176	296	\$ 8,288
Const Project Manager	\$ 30.00							36	\$ 1,080	114	\$ 3,420	150	\$ 4,500
Staff Engineer	\$ 25.00									230	\$ 5,750	230	\$ 5,750
Senior Land Surveyor	\$ 38.00			4	\$ 152			2	\$ 76	2	\$ 76	8	\$ 304
Land Surveyor	\$ 30.00			120	\$ 3,600			16	\$ 480	12	\$ 360	148	\$ 4,440
Senior CADD Draftsperson	\$ 27.50	16	\$ 440	162	\$ 4,455			80	\$ 2,200	20	\$ 550	278	\$ 7,645
2-Person Crew	\$ 44.00			8	\$ 352					56	\$ 2,464	64	\$ 2,816
Project Assistant	\$ 22.50	4	\$ 90	16	\$ 360	8	\$ 180	42	\$ 945	38	\$ 855	108	\$ 2,430
Admin. Assistant	\$ 14.00			21	\$ 294			2	\$ 28	47	\$ 658	70	\$ 980
TOTAL LABOR		92	\$ 3,362	425	\$ 12,205	28	\$ 788	386	\$ 11,089	577	\$ 15,949	1,508	\$ 43,393

DIRECT EXPENSES	Phase 01	Phase 02	Phase 03	Phase 04	Phase 05	TOTAL EXPENSES
Consultants / Contractors	\$ 16,640	\$ 11,680	\$ -	\$ 6,720	\$ 7,560	\$ 42,600
Printing / Materials / Equipment	\$ 200	\$ 2,650	\$ -	\$ 650	\$ 425	\$ 3,925
Mileage	\$ 20	\$ 50	\$ -	\$ 10	\$ 550	\$ 630
TOTAL DIRECT EXPENSES	\$ 16,860	\$ 14,380	\$ -	\$ 7,380	\$ 8,535	\$ 47,155

SUMMARY	Phase 01	Phase 02	Phase 03	Phase 04	Phase 05	PROJECT TOTAL
Hours	92	425	28	386	577	1,508
Direct Labor	\$ 3,362	\$ 12,205	\$ 788	\$ 11,089	\$ 15,949	\$ 43,393
General Overhead 1.60	\$ 5,379	\$ 19,528	\$ 1,261	\$ 17,742	\$ 25,518	\$ 69,429
Direct Expenses	\$ 16,860	\$ 14,380	\$ -	\$ 7,380	\$ 8,535	\$ 47,155
Professional Fee 15%	\$ 1,311	\$ 4,760	\$ 307	\$ 4,325	\$ 6,220	\$ 16,923
TOTAL	\$ 26,912	\$ 50,873	\$ 2,356	\$ 40,536	\$ 56,223	\$ 176,900

I certify that the cost or pricing data submitted and identified to the Local Entity during the selection and negotiation process is current, complete and accurate as of the date of the agreement on the price.



 Jeremy W. Keene, P.E., Principal Engineer

12/17/2009

 Date

PLANNING ■ SURVEYING ■ ENGINEERING ■ DESIGN



December 17, 2009

Milwaukee RR Path – Missoula Scope of Services

WGM Group, and its sub-consultants, Kent Watson & Associates (KWA) and SK Geotechnical (SK), will provide the following scope of services. All work will be performed in conformance with CTEP, State, Federal, and City requirements.

PHASE 01 PLANNING & FEASIBILITY

Project Management & Coordination – Facilitate design coordination with Parks Department, MDT CTEP office, and sub-consultants to coordinate roles & responsibilities, design issues, project scope, reviews and approvals. Prepare monthly progress reports detailing schedule and budget status, critical issues, and tasks completed. Progress reports will be prepared with monthly invoices.

Design Development – Identify specific project design criteria, project limits, and scope of work. Research and prepare conceptual wayfinding plan, including historic elements and interpretative signs. Prepare conceptual design drawings, consisting of an overall trail plan and up to 12 enlarged design sketches for key trail features. Provide an evaluation of cost and project budget, potential design alternatives, and project schedule.

PHASE 02 PRELIMINARY DESIGN

Public Involvement – Support Parks Department with public communications efforts. Parks Department will be responsible for all direct communication with stakeholders, landowners, and general public, and for preparing newsletters, press releases, mailings, website updates, meeting notices, etc. WGM Group and KWA will provide project descriptions, graphics, and design information. Attend up to 3 small group or individual stakeholder/landowner meetings. Prepare presentation and attend one neighborhood public meeting.

Preliminary Survey – Develop topographic site mapping to identify critical ground features, irrigation ditches, fences, utilities, trees, and vegetation. This mapping will supplement the right-of-way survey prepared for the initial phase of this project.

Preliminary Utility Coordination – Identify utility conflicts and irrigation district requirements. This task includes one meeting with each irrigation district.

Preliminary Path Design – Prepare preliminary typical sections, layout, grading, drainage, and landscape design. This scope of services assumes a bulb-out curb and gutter design at two locations: Curtis St crossing and Davis St crossing. We are assuming the Catlin St crossing will be completed prior to this project by others. WGM Group and KWA will coordinate design with Catlin Street engineer (PCI). An on-street path design, utilizing pavement treatments and/or surface mounted curbs, planters, or bollards are assumed for Trail Street (2 sections) and Justus Lane. A complete street reconstruction with curb and gutter is not included in this scope. Dry-well sumps are assumed for drainage. Landscape design assumes sprinkler and/or drip irrigation at four locations.

Preliminary Plans & Specifications – Prepare 30% design plans and specifications for agency review. Identify design exceptions, if necessary, and American Disabilities Act (ADA) requirements. Prepare opinion of probable cost and a preliminary design report documenting design decisions and criteria.

PHASE 03 ENVIRONMENTAL & PERMITTING

Draft Environmental Document – Support Parks Department in preparing the required Environmental Checklist and Categorical Exclusion in accordance with the National Environmental Policy Act (NEPA) and the MDT environmental review process. Parks Department will be responsible for all direct communication with agencies, preparing documents, and obtaining review and approvals. WGM Group will provide project description, plans, and evaluate impacts based on the 30% design plans.

Permitting – Prepare required permit application, coordinate appropriate review, revisions, and signatures. Based on conversations with the Corps of Engineers, a Nationwide 404 Permit will be required for the irrigation ditches. A Storm Water Pollution Prevention Plan (SWPPP) will be required for construction activities, and will be the Contractor's responsibility to prepare. No other regulatory permits are anticipated.

PHASE 04 FINAL DESIGN

Final Survey – Provide additional pickup survey as needed to complete the final design. This includes anticipated new construction on Catlin Street to be completed Spring 2010.

Final Utility Coordination – Coordinate relocation agreements for minor utility relocation with the appropriate utility companies. It is assumed that each utility company will be responsible for design and relocation of their facilities. Prepare irrigation design and agreements for each irrigation district. We are assuming irrigation crossings will be made using culverts or pre-fabricated bridge structures. No structural design is included in this scope of services.

Final Path Design – Prepare final path typical sections, details, grading, drainage, and landscape design.

Final Construction Documents – Prepare Final Plans, Specifications, and Estimate (PS&E) for bidding. This consists of the complete Project Manual, which includes final plans, specifications, instructions to bidders, DBE requirements (if applicable), quantity sheets, bid proposal, addendum acknowledgement, special provisions, prevailing wage rates, EEO affirmative action requirements, Federal-Aid requirements. Plans and specifications will be prepared based on the Montana Public Works Standard Specifications. A final Engineer's Estimate of the construction cost will be prepared and submitted separately from the Project Manual.

The following plan sheets are anticipated:

- Title Sheet & Notes
- Typical Section & Details
- Grading & Drainage Plans
- Signing & Striping Plans
- Landscape Plans

This task includes preparing bid alternates for phased construction or alternate materials (i.e. concrete vs. asphalt surfacing), but does not include bid alternates that require additional plans or engineering design (i.e. different trail routes or multiple design options).

Coordinate MDT Review & Revisions – Submit Project Manual to MDT for approval before advertising the project for bids. Coordinate comments and revisions.

Advertising & Bidding – Assist Parks Department with advertising and bidding process, including preparing the advertisement text, plan distribution, bid question & answer, addendum, bid opening, and bid certification. WGM will provide electronic pdf bid docs. We are also assuming that the advertisement will be placed and paid by the City. It will be the Missoula Parks Department's responsibility for printing and plan distribution.

Pre-Bid Meeting – Facilitate one meeting prior to bid opening to answer contractor questions prior to bid opening.

PHASE 05 CONSTRUCTION SERVICES

Contract Administration – WGM Group, Inc. will provide construction administration services as the City's representative. WGM Group, Inc. and its representatives are not responsible or liable for job site safety, efficiency, and/or adequacy of the contractor's operations, production plant, appliances, and methods, or for any damage or injuries,

which may result from their failure and/or improper construction, maintenance, or operations. This indemnification includes damage to public and/or private property or improvements and/or injuries to any employees of the contractor and/or general public that may be caused or contributed to by the activities related to the contractor's activities. Project safety is the sole responsibility of the contractor and his or her representatives.

This scope of services and estimated cost is based on a four-month, 80 working-day construction schedule. Additional hours will be required if the construction work extends beyond the anticipated construction schedule.

- Contract Award – Following MDT's concurrence, prepare Notice of Award and assist City in executing the contract, including required insurance certificates, performance and payment bonds, and contractor registration. Assume 5 full-size plan sets for construction.
- Preconstruction Conference – Facilitate schedule and attend one preconstruction conference with all contractors, subcontractors, utility companies, MDT representatives, and Parks Department staff. Identify official representatives, role and responsibilities, contract requirements, submittals, and construction schedule. Issue written Notice to Proceed.
- Progress Pay Estimates – Process and review monthly pay estimates, verify quantities, and coordinate payment with City and CTEP office.
- Records Maintenance & Monitoring – Monitor conformance with the contract, contract time, and compliance with Federal, State, and local regulations. This includes job bulletin board, spot check interviews, DBE monitoring, certified payroll, contractor payments, monthly invoices, retainage and gross receipts tax as outlined in the MDT CTEP Manual. Maintain contract files and correspondence in accordance with the MDT CTEP Manual. These records will be maintained for a minimum of three years after completion.
- Project Closeout – Prepare final punch list, final pay estimate, project record review, and certificate of completion in accordance with the MDT CTEP Manual. Petition MDT for final project acceptance and payment. Prepare as-built drawings, and operation and maintenance manuals.

Public Involvement – Support Parks Department with public communications efforts during construction. Parks Department will be responsible for all direct communication with stakeholders, landowners, and general public, and for preparing newsletters, press releases, mailings, website updates, meeting notices, etc. WGM Group and KWA will provide project updates and construction information. Facilitate up to three small group or individual stakeholder meetings and one neighborhood public meeting prior to the start of construction to answer questions related to construction.

Construction Survey – Provide reference staking for trail alignment and grade, drainage structures, curb & gutter, and other key design features. All other layout will be the contractor's responsibility.

Construction Monitoring – Provide construction observation to ensure the quality and quantity of work is acceptable and in compliance with the plans, specifications, Federals, State and local regulations. This includes materials testing/acceptance, submittal/shop drawing review, inspection reports, record keeping, contractor coordination meetings, utility coordination, change orders not requiring additional engineering design, coordination of construction phasing and traffic control, and coordination with City staff, emergency services, and the public.

WGM Group will provide a Staff Engineer for an average of 2 hours/day, and a Project Engineer for an average of 0.5 hours/day, responsible for construction coordination and monitoring. Additional staff and sub-consultants will be available during key construction periods, as appropriate to monitor the work, up to the time allotted in the hourly estimate included in this scope of services.

WGM Group will coordinate independent materials testing by SK Geotechnical. Testing will be performed as called for in the specifications, up to the amount included in the attached estimate.

ADDITIONAL SERVICES

Services not specifically described in the tasks above are not included. Additional services may include:

- Revisions in the project scope, boundary, contract packages, addendum, and associated meetings due to amendments in the project scope.
- Additional reviews, submittals, or revisions to the plans, beyond those specified in the scope of services above.
- Restoration of lost or destroyed control monuments, or construction staking that are not the contractor's responsibility.
- Additional public meetings, mailings, or coordination, beyond those specified in the scope of services above.
- Additional work and/or fees required for obtaining permits for construction, beyond those specified in the scope of services above.
- Additional field observation and administration, beyond the anticipated project construction schedule.
- Additional materials testing beyond the budgeted amount for this project.

- Change orders resulting in additional engineering design, survey, or field observation.
- Additional services authorized by the Owner, which are not part of the basic services.
- Lighting Design
- Wetland Delineation
- Bid Alternates requiring additional plans or engineering design.

Schedule

Major project milestones are shown below.

- | | |
|---|----------------------|
| <input type="checkbox"/> Planning & Feasibility | January 2010 |
| <input type="checkbox"/> Preliminary Design | February-March 2010 |
| <input type="checkbox"/> Neighborhood Meeting | March 2010 |
| <input type="checkbox"/> Environmental Document | March 2010 |
| <input type="checkbox"/> Final Design and CD's | April-June 2010 |
| <input type="checkbox"/> Advertising & Bidding | July-August 2010 |
| <input type="checkbox"/> Construction | August-November 2010 |

Kent Watson & Associates
Scope of Services
Milwaukee Road Path

Kent Watson & Associates (KWA) proposes to undertake the specific services and tasks listed below for the subject project:

Phase 01 Planning & Feasibility

Project Management & Coordination. As the Prime Consultant, WGM Group will provide the bulk of the management and coordination. Most of our time in this regard is folded into the specific tasks listed below. We estimate that our involvement over the term of the project will not exceed 40 hours.

Design Development. KWA will provide specific design services in the preparation of Conceptual Sketches listed below. These will be hand-drawn sketches based on the existing survey and ground information that is currently available.

Schematic Design Focal Areas (w/ KWA hours listed):

1. Overall Master Plan – 1" = 50' (an 8-foot long drawing) - 32
2. Enlargements (1" = 20', or 10' where needed):
 - a. Russell St. Crossing/Tunnel 16
 - b. Catlin Crossing & entry/exit points – 2 studies (E & W sides) 12
 - c. E. Trail Street segment 8
 - d. Justus Lane – pocket park, ditch crossing, fence removal, relocation. 24
 - e. Grant St. – trailhead, ditch crossing(s) 8
 - f. Johnson Street – trailhead, pocket park, connection to LaFray Park 16
 - g. W. Trail Street – 2 studies (each end) 8
 - h. Curtis Street crossing 6
 - i. Davis Street crossing 6

3. Wayfinding/Appurtenances Plan. This would be a composite plan, using the Overall Master Plan as the base, with sketches either on the plan or as separate sheets depicting concepts for sign designs, historic elements, interpretive signs, benches, bollards, planters, fencing, lighting, etc., for the entire trail length. Due to the iterative nature of the process, many of the ideas for these items would be developed during the preparation of the above designs. This plan would establish the overall continuity, showing the consistency of design that is the hallmark of good wayfinding. 32

(01 Subtotal = 208 hrs.)
 @ \$80/hr = \$16,640

Phase 02 Preliminary Design

Public Involvement. Preparation for, attendance at, and follow-up for 2 stakeholder meetings and 2 public meetings. 16

Preliminary Survey & Preliminary Utility Coordination.. WGM only, no KWA involvement; any time would be covered under the general coordination task.

Preliminary Plans & Specifications. KWA will revise and update the sketches listed above after review by Parks staff and presentation to the 6 meetings with stakeholders and the public, and use these as the basis for the tasks below.

- a. Plan/profile Sheets (assume 7 required for complete coverage @ 1" = 20'), depicting pathway alignment, width, paving material. WGM to prepare basic engineering sheets w/ stationing, horizontal and vertical alignments, etc. Allow for min. of one separate details sheet ; 8 sheets total. KWA to provide input and details for specific areas (see above). 40
- b. Planting Plans. Probably three sheets (2 plans, one detail sheet) 18
- c. Irrigation Plans. Three sheets (4 sites), includes details sheet. 36
- d. Specifications. Provide preliminary specs for appurtenant items (signs, benches, bollards, planters, etc.), planting and irrigation 24
- e. Draft Cost Estimate/Preliminary Design Report. Coordinate with WGM in preparation of these documents. 12

(02 Subtotal = 146hrs.)
 @ \$80/hr = \$11,680

Phase 03 Environmental & Permitting

Draft Environmental Document; Permitting.. WGM only, probably no KWA involvement; any time would be covered under the general coordination task.

Phase 04 Final Design

Final Survey; Final Utility Coordination. WGM only, no KWA involvement; any time would be covered under the general coordination task.

Final Path Design. Most of the design decisions will have been made in the Phase 02 tasks above. Therefore, this task will be devoted to finalizing specific design details on the appropriate sheets, and coordinating with WGM to produce the final sheets for the CDs package (estimated to be min. of 14 sheets). 60

Final Construction Documents. Coordinate with WGM in preparation of these documents. Most time will be spent on the final specs and cost estimate 16

Pre-Bid Meeting. Participate in this meeting to respond to contractor's questions; allowance made for any follow-up that may be required. (Intermediate tasks not listed due to no KWA involvement.) 8

(04 Subtotal = 84 hrs.)
@ \$80/hr = \$6,720

Phase 05 Construction Services

KWA will be available during this phase to participate in the Pre-Construction Conference and to view the project construction on an as-needed basis. Based on the proposed schedule we foresee approximately 16 site visits would be required. 32

(05 Subtotal = 32 hrs.)
@ \$80/hr = \$2,560

TOTAL OF KWA SERVICES: 470 Hrs.
@\$80/hr = \$37,600