



Item: Professional Services Agreement – Downtown Streetscape Expansion

From: Andrew Finch, Senior Planner, Planning & Community Development

Initiated By: Planning & Community Development Department

Presented By: Craig Raymond, Planning & Community Development Director

Action Requested: Approve Professional Services Agreement with NCI Engineering for Downtown Streetscape Expansion Community Transportation Enhancement Program project (O.F. 1508.3)

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission approve the Professional Services Agreement with NCI Engineering in the amount of \$172,725 for the Downtown Streetscape Expansion project, and authorize the City Manager to execute the necessary documents.”

2. Mayor calls for a second, discussion, public comment, and calls the vote.

Staff Recommendation: Approve Professional Services Agreement.

Background: Approved for Community Transportation Enhancement Program (CTEP) funding by the City Commission in 2009, the downtown streetscape expansion project (referred to by the State as “Sidewalks 1st Ave S-GTF”) was put on hold until priority areas for improvements could be identified. In April 2013, using transportation planning funds, the Planning & Community Development Department completed the Downtown Streetscape, Access and Circulation Study. One component of the Study was to provide guidance for streetscape improvements. This guidance was then used to identify those areas where investment would be most beneficial, and would tie directly into the existing streetscape.

With supplemental CTEP allocations approved in 2013 and 2014, and with Business Improvement District (BID) matching dollars committed, the \$912,730 project was ready to move forward in late 2014.

This project will install streetscape improvements in downtown Great Falls, matching and extending the current improvements on and extending from Central Avenue. Professional engineering and architectural consultant services will include design and construction phase oversight for decorative concrete, electrical services to new period street lights, street trees and grates, and strategic curb and sidewalk replacement. Coordination with adjoining property owners and the Business Improvement District will also be an important part of the design work.

Consultant selection was conducted in accordance with local, State and Federal guidelines and requirements. A total of five consulting firms responded to the Request for Statements of Qualification and Proposals. Of these, NCI Engineering was ranked highest by the Consultant Selection Committee as having the best qualifications and experience for this project. Past experience by the firm includes CTEP projects for the City. NCI will also partner with Nelson Architects to provide design advice, and Tesla Engineers for electrical design.

Significant Impacts

Downtown Great Falls has an incomplete streetscape, and many stretches of sidewalk in substandard condition. The BID is committed to improving downtown, and the project will improve as many areas as possible within the project budget. The extent of the project is shown on Attachments A and B. In addition to replacing deteriorating City infrastructure, the project will improve the downtown visitor experience from both a driving and pedestrian viewpoint. It will also extend the downtown identity on Central Avenue from 7th Street eastward to 9th Street.

Workload Impacts

City Planning and Community Development personnel will administer this project, and Public Works staff will provide review assistance during the design and construction phases.

Concurrences: Representatives from the Montana Department of Transportation, the Federal Highway Administration, and City Public Works Department concur in the execution of this Agreement.

Fiscal Impact: The total Agreement amount is \$172,725. Of this amount, the CTEP portion is \$149,545.30. The BID will provide the required non-federal match of \$23,179.70. There will be no cost to the City of Great Falls.

Alternatives: The City Commission could vote to not approve the Professional Services Agreement.

Attachments/Exhibits:

Attachment A: Location Map #1

Attachment B: Location Map #2

Attachment C: Example Streetscape Photos

Attachment D: NCI Engineering Professional Services Agreement

Attachment A: Location Map #1



Attachment B: Location Map #2



Attachment C

EXAMPLE STREETSCAPE PHOTOS



Existing Condition – 7th St S



Example streetscape pattern – 2nd St S

**Attachment D – Professional
Services Agreement**

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as "City," and NCI Engineering Company, Inc., 4509 North Star Blvd., Great Falls Mt. 59401, hereinafter referred to as "Consultant."

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. Purpose: City agrees to hire Consultant as an independent contractor to perform for City services described in the Scope of Services attached hereto as Exhibit D and by this reference made a part hereof.

2. Term of Agreement: This Agreement is effective upon the date of its execution through December 31, 2015. Both parties reserve the right to cancel this Agreement by providing a written thirty (30) day notice to the other party. The parties may extend this agreement in writing prior to its termination.

3. Scope of Work: Consultant will perform the work and provide the services in accordance with the requirements of the Scope of Services in Exhibit D.

4. Payment: City agrees to pay Consultant **one hundred seventy two thousand seven hundred twenty five dollars (\$172,725)** as a lump sum plus independent quality control testing costs at invoice from the testing lab for services performed pursuant to the Scope of Services in Exhibit D, and as more specifically detailed in Exhibit E. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

5. Independent Contractor Status: The parties agree that Consultant is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Consultant is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Consultant is not authorized to represent the City or otherwise bind the City in any dealings between Consultant and any third parties.

Consultant shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Consultant shall maintain workers' compensation coverage for all members and employees of Consultant's business, except for those members who are exempted by law.

Consultant shall furnish the City with copies showing one of the following: **(1)** a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers'

compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

6. Indemnification: To the fullest extent permitted by law, Consultant shall fully indemnify, defend, and save City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to Consultant's performance of this Agreement and Consultant's work on the Construction Project or work of any subcontractor or supplier to Consultant.

7. Insurance: Consultant shall purchase and maintain insurance coverage as set forth below. The insurance policy must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured and be written on a "primary—noncontributory basis." Consultant will provide the City with applicable additional insured endorsement documentation. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of "A.M. Best Rating" of A-, VI, as will protect the Consultant, the various acts of subcontractors, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance coverage shall remain in effect throughout the life of this Agreement and for a minimum of one (1) year following the date of expiration of Consultant's warranties. All insurance policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least forty-five (45) days prior written notice has been given to Consultant, City, and all other additional insureds to whom a certificate of insurance has been issued. All insurance documentation shall be in a form acceptable to the City.

Insurance Coverage at least in the following amounts is required:

1.	Commercial General Liability (bodily injury and property damage)	\$1,000,000 per occurrence \$2,000,000 aggregate
2.	Products and Completed Operations	\$2,000,000
3.	Automobile Liability	\$1,000,000 combined single limit
4.	Workers' Compensation	Not less than statutory limits
5.	Employers' Liability	\$1,000,000
6.	Professional Liability (E&O) (only if applicable)	\$1,000,000 per occurrence \$2,000,000 aggregate

Consultant may provide applicable excess or umbrella coverage to supplement Consultant's existing insurance coverage, if Consultant's existing policy limits do not satisfy the coverage requirements as set forth above.

8. **Professional Service:** Consultant agrees that all services and work performed hereunder will be accomplished in a professional manner.

9. **Compliance with Laws:** Consultant agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. As applicable, Consultant agrees to purchase a City safety inspection certificate or special business license.

10. **Nondiscrimination:** Consultant agrees that all hiring by Consultant of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law.

11. **Default and Termination:** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

12. **Modification and Assignability:** This document 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 this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Consultant may not subcontract or assign Consultant's rights, including the right to compensation or duties arising hereunder, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

13. **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. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use 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.

14. **Liaison:** City's designated liaison with Consultant is Andrew Finch and Consultant's designated liaison with City is Lyle Meeks.

15. Applicability: This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF GREAT FALLS, MONTANA

CONSULTANT

By _____

Gregory T. Doyon, City Manager

Date _____

By _____

Print Name _____

Title _____

Date _____

ATTEST:

(Seal of the City)

Lisa Kunz, City Clerk

APPROVED AS TO FORM:

By _____

Sara R. Sexe, City Attorney

EXHIBIT A

CERTIFICATE OF CONSULTANT

I am a duly authorized representative of the firm of [NCI Engineering Company, Inc.](#), whose address is [4509 North Star Blvd., Great Falls Mt. 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 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 Great Falls, 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

Jake Neil

EXHIBIT B

CERTIFICATE OF THE CITY OF GREAT FALLS

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

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

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

Date

Gregory T. Doyon, City Manager

EXHIBIT C NOTICE TO CONSULTANTS

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

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

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

Consultant may request the Local Entity to enter into the litigation to protect the interests of the Local Entity or State, and, in addition, the Consultant or the Local Entity may request the United States to enter into such litigation to protect the interests of the United States.

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

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

C. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

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

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

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

EXHIBIT D

SCOPE OF WORK DOWNTOWN STREETScape EXPANSION - O.F. 1508.3 (Federal Aid ID: Sidewalks 1st Ave S-GTF: Control No. 7256)

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 civil 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 The City of Great Falls called for in the specific project scope outlined in Section 4 below. The Consultant will assist the City 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

Work will include:

A. PRELIMINARY DESIGN PHASE

1. On-Site Review and walk through of project area.
2. Coordination with BID stakeholders via two scheduled meetings at the beginning of pre-design and at the beginning of final design.
3. Pre-Design Meeting and meeting minutes.
4. Field Surveys/ Right of Way Information ascertained.
5. Research, Collect and Assemble Data. This will include review of existing sidewalk vaults, sidewalk and curb conditions, electrical power sources for lighting, rights of way, potential utility conflicts, and all project elements that might impact schedule and cost.
6. Preliminary design and cost estimating of alternatives. In this phase of work we will develop two or three scenarios that spread work out over the entire project. The alternatives will be budget driven and selected with approval of stakeholders.
7. Coordination with stakeholders and detailed alternative selection. BID members and city staff must be involved in selection of alternatives based on budget.
8. Submit Pre-design Report.

B. FINAL DESIGN PHASE

9. Coordination with BID stakeholders via two scheduled meetings at the beginning of final design.
10. Pre-final plans and specifications.
11. Submit four (4) sets of Preliminary Plans and Contract Documents several weeks in advance of Plan in hand meeting for review and comment in paper and electronic format.
12. Plan-in-Hand Meeting (and meeting minutes) with City and stakeholders.
13. Submit Environmental Documentation, review and (most likely) a Categorical Exclusion per CTEP guidelines. Contact appropriate agencies for environmental input, prepare environmental checklist, and request Cat. Ex. No cultural resource inventory will be provided. Prepare final Cat. Ex. C letter and checklist for City execution.
14. Submit 2 sets of Draft Plans, Project Manual, and Cost Estimate.
15. Submit City Permits/ such as street opening, encroachment, utility occupancy, or approach permits. No MDT permits are required unless work is completed in the 9th Street ROW. No other legal documents are anticipated.

16. Address review comments and Submit 5 sets of final plans, specifications, project manual, and cost estimate inclusive of review comments and changes.

17. No Geotechnical investigation is included.

C. BIDDING PHASE

18. Printing, Bid Advertising and Letting exclusive of advertising cost. Include distribution to plan centers, responses to bidder RFI's, addenda, and maintaining plan holders lists.

19. Review of bids, recommendation and Notice of Award. Contract Document preparation (bonds, etc.).

D. CONSTRUCTION PHASE

20. Conduct Pre-Construction Conference. Issue Notice to Proceed. Obtain copies of subcontracts. Provide contract documents to contractor.

21. Provide construction surveys inclusive of:

- A. grades for new curb and gutter at 50 ft. O. C.
- B. Locations for parking meters, street lighting, and tree grates.
- C. All incidental location work for lay down curb, handicap ramp locations, traffic marking, etc. will be provided by the contractor.

22. Construction Contract administration:

- A. Obtain materials certifications and review/ approve shop drawings.
- B. Perform daily visit and maintain daily diary. (General QA).
- C. Coordinate and attend weekly progress meetings with contractor and area businesses.
- D. Note issues as such arise for field changes and as-builts.
- E. Quality Control testing will be provided by independent firm subcontracted to NCI and will include:
 - I. Concrete Quality Control testing per ASTM and MPWSS standards. We assume one air, slump, and compressive strength tests for each curb/sidewalk replacement area for a total of 32 tests at an estimated \$150 each.
 - II. Subgrade and gravel quality control testing inclusive of M/D curve development and field densities. We assume one field density test for each curb/sidewalk replacement area for a total of 32 tests at an estimated \$150 each. Costs for testing will be passed through to the City on a "per invoice" basis and are over and above the lump sum contract amount. No markup by consultant will be included in said invoices.

- F. Process wage rate review and contractor payments, work directive changes, change orders, etc.
- G. Prepare as – built drawings.
- H. Prepare punch list at final inspection. Certify compliance with contract documents.
- I. Obtain lien releases and closeout documents.

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. Pre-Design meeting minutes.
 - 2. Preliminary design cost estimate of alternatives
 - 3. 4 sets of Preliminary Plans and Contract Documents several weeks in advance of Plan in hand meeting for review and comment.
 - 4. Plan-in-Hand meeting minutes
 - 5. Environmental Documentation /Categorical Exclusion per CTEP guidelines.
 - 6. Construction contract award recommendation.
 - 7. Weekly and monthly construction project reports w/ wage rate documentation.
 - 8. Final closeout report and documentation.
- 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.



NCI ENGINEERING CO. (Fee Schedule Nov. 1, 2014; Rates Vary and Can Change)

Description		Electrical Engineer	Architect	Principal	Project Manager	Project Engineer	Secretary	Survey Crew	Construction Inspector	Other Direct Costs	CAD Operator	CAD Computer	Total Cost
				\$155	\$120	\$100	\$60	\$150	\$105		\$90	\$15	
Design Phase													
1	On-Site Review			2	8	16						\$0	\$2,870
2	Pre-Design Meeting				2	2						\$0	\$440
3	Field Surveys/Right-of-Way				2	8		32		\$300	12	\$180	\$7,400
4	Research, Collect and Assemble Data			4	10	4	2					\$0	\$2,340
5	Preliminary Design/Alternatives Cost Estimate				16	80	4				160	\$2,400	\$26,960
6	Coordinate w/Stakeholders / Alternative Selection				8	12	4					\$0	\$2,400
7	Pre-Design Report	\$900	\$1,600	2	12	32	10					\$0	\$8,050
8	Plan-in-Hand Meeting				4	8	2					\$0	\$1,400
9	Environmental Documentation, Review and a Categorical Ex.				2	6						\$60	\$1,260
10	Draft Project Manual and Cost Estimates			2	18	40	10				30	\$450	\$10,220
11	Premits/Legal Documentation				2	4		2				\$0	\$940
12	Final Draft Plans, Specifications, Project Manual and Cost Estimates/Review/Comments	\$5,150	\$3,500	12	24	40	24				80	\$1,200	\$27,230
13	Print Contract Documents for Sale									\$1,000	16	\$240	\$2,680
Subtotal, Design Phase		\$6,050	\$5,100	22	108	252	56	34	0	\$1,300	302	\$4,530	\$94,190
Bidding Phase													
14	Bid Advertising and Advertising Cost			2	2	4	12			\$0			\$1,670
15	Responses to Bidder, RFIs, Addenda(s), Planholders Lists	\$200	\$500	2	6	10	8						\$3,210
16	Reccomendation and Notice of Award			1	4	4	4						\$1,275
Subtotal, Bidding Phase		\$200	\$500	5	12	18	24	0	0	\$0	0	\$0	\$6,155
Construction Phase													
17	Contract Documentation Preparation			1	2	4	8				40	\$600	\$5,475
18	Pre-Construction Conference			2	4	6							\$1,390
19	Construction Survey							44					\$6,600
20	Materials Certification/Shop Drawings	\$1,850	\$1,000	0	4	12							\$4,530
21	Daily Visit/Diary (General QA)				4	32			315				\$36,755
22	Quality Control Testing									per invoice			\$0
23	Wage Rate Review, Payments, Work Directives, Change Orders			1	2	8			24				\$3,715
24	As-Built Drawings			1	2	4			24		32	\$480	\$6,675
25	Punch List/Final Inspection			1	8	20			24				\$5,635
26	Compliance, Lien Releases, Closeout Documents	\$200		1	2	8			2				\$1,605
Subtotal, Construction Phase		\$2,050	\$1,000	7	28	94	8	44	389	\$0	72	\$1,080	\$72,380
		\$8,300	\$6,600										
TOTAL ESTIMATED PROJECT COST													\$172,725