

PROFESSIONAL SERVICES AGREEMENT

Kent Central Greenway - S. Russell to Regent Project

This Agreement is made and entered into September 26, 2022, between the **CITY OF MISSOULA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 1345 W Broadway Street, Missoula, MT 59802, referred to here as “City,” and **WGM Group**, 1111 E Broadway Street, Missoula, MT 59802, referred to here as “Consultant.”

In consideration of the mutual covenants and agreements contained here, the receipt and sufficiency of the same being acknowledged, the parties agree as follows:

- 1. Purpose:** City agrees to hire Consultant as an independent contractor to perform services for City described in the Scope of Services, attached as Exhibit A, and by reference made a part of this agreement.
- 2. Effective Date:** This agreement is effective on the date of its execution.
- 3. Scope of Work/Task Deadlines:** Consultant will perform the work and provide the services in accordance with the requirements of Exhibit A.
- 4. Payment:** City agrees to pay Consultant an amount not to exceed **Eighty-Four Thousand, Six Hundred Twenty-Seven Dollars and Ninety Cents (\$84,627.90)** for services performed pursuant to the Scope of Services. 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 agreement amount. The parties must agree in writing upon any extra charges.
- 5. Independent Contractor Status:** The parties agree that Consultant, is an independent contractor for purposes of this agreement and the parties agree that Consultant is and shall be an independent contractor when performing services pursuant to this agreement. 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. Indemnity and Insurance: For other than professional services rendered, to the fullest extent permitted by law, Consultant agrees to defend, indemnify, and hold the City harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Consultant or Consultant's agents or employees.

For the professional services rendered, to the fullest extent permitted by law, Consultant agrees to indemnify and hold the City harmless against claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, to the extent caused by the negligence or willful misconduct of the Consultant or Consultant's agents or employees.

For this purpose, Consultant shall provide City with proof of Consultant's liability insurance issued by a reliable company or companies for personal injury and property damage in amounts not less than as follows:

- Workers' Compensation – statutory
- Employers' Liability - \$1,000,000 per occurrence; \$2,000,000 annual aggregate
- Commercial General Liability - \$1,000,000 per occurrence; \$2,000,000 annual aggregate
- Automobile Liability - \$1,000,000 property damage/bodily injury; \$2,000,000 annual aggregate
- Professional Liability - \$1,000,000 per claim; \$2,000,000 annual aggregate

The city shall be included or named as an additional or named insured on the Commercial General and Automobile Liability policies. The insurance must be in a form suitable to City.

7. Professional Service: Consultant agrees that all services and work performed under this agreement will be accomplished in a professional manner.

8. Compliance with Laws: Consultant agrees to comply with all federal, state and local laws, ordinances, rules and regulations. Consultant agrees to purchase a City business license.

9. Nondiscrimination and Affirmative Action: Consultant agrees and shall comply with the following Non-Discrimination and Affirmative Action policies:

NON-DISCRIMINATION. All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation, or gender identity/expression, except where these criteria are reasonable bona fide occupational qualifications.

AFFIRMATIVE ACTION POLICY. Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of

Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

The City's Affirmative Action Policy Statement is:

The Mayor of the City of Missoula or the Mayor's designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, sexual orientation, gender identity or expression, or marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an "affected" class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees and applicants.

10. 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.

11. 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 amendment signed by

both parties hereto. The Consultant may not subcontract or assign Consultant's rights, including the right to compensation or duties arising under this agreement, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this agreement.

12. 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.

13. Liaison: City's designated liaison with Consultant is Brandt Dahlen and Consultant's designated liaison with City is Stephen McDaniel.

14. Applicability: This agreement and any extensions of it shall be governed and construed in accordance with the laws of the State of Montana.

15. Signing of Contract: The contract may be signed in counterparts and signed electronically by all parties.

WITNESS, the parties here have executed this instrument the day and year first above written.

CONSULTANT:

ACTING MAYOR
City of Missoula, Montana

Jordan Hess

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Martha L. Rehbein, CMC, City Clerk

Jim Nugent, City Attorney

(SEAL)

Exhibit A



August 25, 2022

City of Missoula Department of Public Works & Mobility

Attn: Monte Sipe, Construction Project Manager
435 Ryman Street
Missoula, MT 59802

Re: Kent Central Greenway – S. Russell to Regent Proposal

Dear Monte:

WGM Group, Inc. (WGM) is pleased to provide this scope of services proposal for the Kent Central Greenway – S. Russell to Regent project. We understand Kent Avenue is a crucial part of Missoula's Neighborhood Greenways network. Kent Avenue, paired with Central Avenue West, provides a direct east-west greenway connection between Mount Sentinel and Fort Missoula. Since Tremper's Kent Plaza has been completed, traffic has increased on Kent between Brooks and Russell Streets, creating confusion and unsafe conditions for pedestrians and bicyclists. The City has received numerous requests for safety improvements in this area, particularly at the Kent Avenue/Oxford Street intersection.

Having assisted the City with preliminary design of traffic calming features in this corridor, we are prepared to assist the City further to complete final design.

Phase 01: Project Management

\$5,100

WGM's project manager will actively manage the project team, allocate resources, and track schedule and budget through earned value estimating. The PM will keep in regular contact with the client and regulatory agencies throughout the project and delegate engineering work to staff engineers on WGM's team. The following tasks are included:

- Attend an initial kickoff meeting with City to discuss project limits, design elements, time constraints, and budget
- Develop scope and fee estimate
- Coordinate with client and City staff
- Allocate resources
- Complete earned value estimating and progress reports
- QA/QC by Professional Engineer

Deliverables: Scope, fee estimate, contract, monthly invoices/progress reports

Phase 02: Right-of-Way and Topographic Mapping

\$4,000

WGM will perform research, boundary control monument ties, and right-of-way resolution, and expand existing WGM horizontal and vertical survey control and topographic field mapping. The following tasks are included:

- Perform research for existing COS's, plats, deeds, deed exhibits, and right-of-way plans
- Fieldwork to expand existing WGM horizontal and vertical survey control

- Fieldwork to search and tie any new right-of-way monuments to help confirm/verify existing WGM right of way resolution.
- Underground utility locate coordination
- Field collect mapping and topographic survey, including existing grade elevations, building corners, curbs, sidewalks, pavement markings, marked underground utilities, etc.
- Data processing and drafting of topographic site map (1-foot contour intervals)
- QA/QC by Professional Land Surveyor

Deliverables: Site map showing topographic and right-of-way information

Exclusions: No title work review/analysis and resetting missing boundary monuments will be completed as part of this scope of work.

Phase 03: Schematic Design (Stage 2)

\$5,625

WGM will translate the conceptual designs onto survey data for initial review and buy-in from MDT, the City, landowners, and stakeholders prior to progressing with preliminary design. This will include schematic design, curb and sidewalk alignments, identification of drainage needs, truck turning exhibits, opinion of probable cost, and identification of impacts to utilities. The following tasks are included:

- Schematic design based on input provided by the City during scoping conversations, combined with truck turning envelopes at the intersection of Russell Street and Kent Avenue and sight distance analysis at the intersection of Oxford Street and Kent Avenue
- Identify utility conflicts
- Update conceptual designs per landowner comments and review with City of Missoula Department of Public Works and Mobility for consensus
- Update opinion of probable cost to coincide with concept changes
- Stage 2 submittal
- QA/QC by Professional Engineer

Deliverables: Conceptual design, intersection exhibits, and updated opinion of probable costs

Exclusions: Fastest path analysis at the intersection of Kent Avenue and Oxford Street

Phase 04: Stakeholder Coordination

\$6,000

Based on the impact that traffic calming in the neighborhood will have on adjacent businesses, WGM anticipates that some landowner meetings will be necessary (our scope assumes 6 meetings with individual landowners). These meetings are intended to gather information, provide a clear understanding of the project during design, and obtain informed consent for the proposed improvements. Additionally, WGM will prepare an MDT encroachment permit, including supplemental information identified below, for the improvements proposed to Russell Street, and submit to the City of Missoula to coordinate with MDT. The following tasks are included:

- MDT encroachment permit preparation including:
 - Encroachment permit
 - Environmental checklist
 - Hydraulics analysis
 - Necessary plans
 - Truck turning exhibits
 - Submittal memo

- Meetings with adjacent landowners (our scope assumes 6 meetings)
- One City review meeting following the Stage 2 submittal to refine project scope

Deliverables: Meeting minutes from all stakeholder coordination meetings, City review meeting, & MDT Encroachment Permit for City signature

Exclusions: MDT encroachment permit submittal and subsequent coordination. It is assumed the City will submit and coordinate information, comment discussions, and comments responses to MDT. Meetings with MDT staff, pedestrian studies, and justification for RRFB's on MDT right-of-way are excluded from this scope.

Phase 05: Final Design Development (Stage 3)

\$16,300

WGM will provide preliminary design, curb and sidewalk alignments to accommodate existing utilities, drainage plans where curbing is needed, patching to existing pavement where necessary, preliminary cost estimates, electrical plans for RRFB, and utility relocation, if applicable. Electrical analysis, service connection, and wiring diagrams for the proposed RRFB are NOT included in this scope, the City has provided solar powered RRFB information to be included that will not require this information. Designs will progress based on approved MDT, City, and landowner informed consent of conceptual designs. A soils investigation is not anticipated. Sumps are assumed for drainage outfalls, however, WGM will need to request a deviation from the stormwater testing reporting outlined in the Stage 3 Public Infrastructure Review Checklist and the City of Missoula Public Works Manual. The following tasks are included:

- Final design and layout
- Final utility conflicts
- Prepare final construction documents including:
 - Typical sections
 - Details
 - Plan and profiles (Curb)
 - Intersection grading and geometrics
 - Details
 - Signing and striping plans
- Prepare final special provisions
- Prepare final opinion of probable cost
- Complete and submit City Stage 3 Checklist
- Deviation request from stormwater soils testing and reporting requirements
- QA/QC by Professional Engineer

Deliverables: City Stage 3 Checklist, final plans, special provisions, updated cost estimate

Exclusions: Electrical analysis, service connection, and wiring diagrams for the proposed RRFB

Phase 06: Released for Construction Documents (Stage 4)

\$7,500

WGM will update final design and construction documents based on City and MDT review comments and prepare final Released for Construction (RFC) documents. The following tasks are included:

- Address City and MDT Stage 3 checklist comments
- Meeting with Public Works and Mobility Staff
- Complete and submit Stage 4 Checklist

- Complete comment response document/matrix
- QA/QC by Professional Engineer

Deliverables: City Stage 4 Checklist, RFC Plans, final contract manual and specifications, comment response document

Exclusions: N/A

Phase 07: Bidding Period Services

\$5,900

WGM will provide bidding services, including preparing bid advertisement text, answering any questions during bidding, and reviewing and awarding the contract. WGM will plan to use QuestCDN online bidding. The following tasks are included:

- Prepare bid advertisement (City to submit/publish)
- Answer questions during bidding period
- Conduct pre-bid meeting
- Issue addenda (as needed)
- Conduct bid opening
- Review bids
- Prepare Certified Bid Tab and recommendation of award
- Prepare Notice of Award
- Prepare final contracts documents
- Review contractor insurance and bonding
- QA/QC by Professional Engineer

Deliverables: Bid advertisement, addenda (as needed), certified bid tabulation, Notice of Award, Notice to Proceed

Exclusions: City to submit and pay for final advertisement to newspaper

Phase 08: Construction Period Services & Project Closeout

\$26,000

WGM will provide construction period services to ensure the quality and quantity of work is acceptable and in compliance with the plans, specifications, and federal, state and local regulations. This includes submittal/shop drawing review, inspection reports, record keeping, contractor coordination meetings, utility coordination, ongoing landowner coordination, change orders not requiring additional engineering design, coordination of construction phasing and traffic control, and coordination with City staff, emergency services, MDT, and the public.

This scope of services does not include full-time construction monitoring. Construction observation services are based on a 60-calendar day construction period (47 working days based on Monday through Friday). Construction observation time is based on two hours per day for a total of 94 hours during construction. This includes weekly construction meetings.

Project closeout will include final pay estimates, project record review, certification of substantial and final completion, Stage 5, 6, and 7 City submittals, record drawings, punch list walk-throughs, and final two-year warranty inspection. The following tasks are included:

- Construction notification letter to landowners/tenants
- Encroachment permit coordination

- Conduct pre-construction meeting
- Weekly construction meetings
- Contract administration
- Construction observation
- Construction staking for geometric layout
- Complete and submit City Stage 5, 6, and 7 checklists
- Complete record drawings
- Project closeout
- Warranty inspection and checklist
- QA/QC by Professional Engineer

Deliverables: City Stage 5, 6, and 7 checklists, Substantial Completion certificate, Final Acceptance form, record drawings, and meeting notes

Exclusions: Geotechnical materials testing is not included.

Phase 09: Miscellaneous Engineering Work

\$8,200

This task is intended to address miscellaneous engineering work that may be requested by the City and is outside this scope of work. The budget for this phase will only be used with prior authorization and direction by the City for specific work items.

ADDITIONAL SERVICES

Services not specifically described in the tasks above are not included in this scope of work. Additional services may be added with a scope and budget amendment. Additional services may include:

- Additional alternatives, meetings, or deliverables, beyond those specified above
- Expansion of the project limits to include additional sidewalk segments
- Additional construction time, beyond the assumed construction duration
- Change orders requiring additional engineering services
- Geotechnical investigations
- Materials testing services
- Electrical analysis, service connection, and wiring diagrams for the proposed RRFB

FEE ESTIMATE

Our fees will be billed on a time and materials basis with a total cost not to exceed **\$84,625** without a supplemental agreement. Fees are valid through August 2023 and may need to be adjusted if the project extends beyond this date. A cost summary is provided below.

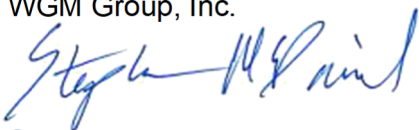
COST SUMMARY	
01 – Project Management	\$5,100
02 – Right-of-Way and Topographic Mapping	\$4,000
03 – Schematic Design (Stage 2)	\$5,625
04 – Stakeholder Coordination	\$6,000
05 – Final Design Development (Stage 3)	\$16,300
06 – Released for Construction Documents (Stage 4)	\$7,500
07 – Bidding Period Services	\$5,900
08 – Construction Period Services and Closeout	\$26,000
09 – Miscellaneous Engineering Work	\$8,200
TOTAL	\$84,625

SCHEDULE

We are prepared to begin work immediately upon receipt of a signed contract. We are targeting completing design work as required to bid the project for construction in the spring of 2023, however, we understand that regulatory reviews may delay this schedule. Please see the attached schedule for a more detailed project schedule including phase durations, assumed review durations, and bidding in February 2023.

Thank you for the opportunity to provide these services. If this scope of services proposal is agreeable to you, please prepare a contract and return it to WGM for signatures. Please contact us at 406.728.4611 if you have any questions or would like to further discuss this proposal.

Sincerely,
WGM Group, Inc.



Stephen McDaniel, PE
Project Manager

SM:cmk

Professional Services Estimate

Project Name: Kent Central Greenway - S. Russell to Regent

Project #: 220715.1

Client: City of Missoula

Date: 8/25/2022



WGMGROUP

DIRECT LABOR	Phase 01		Phase 02		Phase 03		Phase 04		Phase 05		Phase 06		Phase 07		Phase 08		Phase 09		TOTAL		
	Hours	Total \$	Hours	Total \$	Hours	Total \$	Hours	Total \$	Hours	Total \$	Hours	Total \$	Hours	Total \$	Hours	Total \$	Hours	Total \$	Hours	Total \$	
Principal Engineer	2	\$418			2	\$418			2	\$418	2	\$418								8	\$ 1,672
Sr Project Engineer			1	\$187			4	\$748												5	\$ 935
Sr Traffic Engineer									6	\$1,152										6	\$ 1,152
Project Engineer	28	\$4,564			10	\$1,630	13	\$2,119	16	\$2,608	12	\$1,956	1	\$163	10	\$1,630				90	\$ 14,670
Sr Const Project Manager									4	\$748			23	\$4,301	12	\$2,244				39	\$ 7,293
Project Representative					1	\$167			5	\$835										6	\$ 1,002
QA/QC Representative														76	\$14,212					76	\$ 14,212
Staff Engineer/EI					12	\$1,716	18	\$2,574	42	\$6,006	20	\$2,860	6	\$858	30	\$4,290				128	\$ 18,304
Land Surveyor 3			5	\$875											2	\$350				7	\$ 1,225
2-Person Crew			10	\$2,090											8	\$1,672				18	\$ 3,762
Sr CADD Drafter			4	\$548	12	\$1,644	2	\$274	32	\$4,384	16	\$2,192	4	\$548	8	\$1,096				78	\$ 10,686
Project Coordinator 2	1	\$121																		1	\$ 121
Project Assistant 2							2	\$236							4	\$472				6	\$ 708
TOTAL LABOR	31	\$ 5,103	20	\$ 3,700	37	\$ 5,575	39	\$ 5,951	107	\$ 16,151	50	\$ 7,426	34	\$ 5,870	150	\$ 25,966		\$ -	468	\$ 75,742	

DIRECT EXPENSES	Phase 01	Phase 02	Phase 03	Phase 04	Phase 05	Phase 06	Phase 07	Phase 08	Phase 09	TOTAL
Sub-consultants	-	-	-	-	-	-	-	-	-	\$ -
Mileage	-	6.50	-	-	-	-	-	-	-	\$ 6.50
Survey Equipment	-	265.00	-	-	-	-	-	-	-	\$ 265.00
Technology Fee	-	16.00	57.60	22.40	161.60	80.00	20.80	56.00	-	\$ 414.40
Other	-	-	-	-	-	-	-	-	8,200.00	\$ 8,200.00
TOTAL DIRECT EXPENSES	\$ -	\$ 287.50	\$ 57.60	\$ 22.40	\$ 161.60	\$ 80.00	\$ 20.80	\$ 56.00	\$ 8,200.00	\$ 8,885.90

SUMMARY	Phase 01	Phase 02	Phase 03	Phase 04	Phase 05	Phase 06	Phase 07	Phase 08	Phase 09	TOTAL
Hours	31.0	20.0	37.0	39.0	107.0	50.0	34.0	150.0		468.0
Labor	\$ 5,103.00	\$ 3,700.00	\$ 5,575.00	\$ 5,951.00	\$ 16,151.00	\$ 7,426.00	\$ 5,870.00	\$ 25,966.00	\$ -	\$ 75,742.00
Expenses	\$ -	\$ 287.50	\$ 57.60	\$ 22.40	\$ 161.60	\$ 80.00	\$ 20.80	\$ 56.00	\$ 8,200.00	\$ 8,885.90
TOTAL	\$ 5,103.00	\$ 3,987.50	\$ 5,632.60	\$ 5,973.40	\$ 16,312.60	\$ 7,506.00	\$ 5,890.80	\$ 26,022.00	\$ 8,200.00	\$ 84,627.90

Task	Start date	Due date	Duration	September 2022			October 2022				November 2022				December 2022				January 2023				February 2023			
				WN37	WN38	WN39	WN40	WN41	WN42	WN43	WN44	WN45	WN46	WN47	WN48	WN49	WN50	WN51	WN52	WN1	WN2	WN3	WN4	WN5	WN6	WN7
Survey	9/19/2022	9/30/2022	10d	Survey																						
Landowner Outreach	10/3/2022	10/14/2022	10d	Landowner Outreach																						
Schematic Design (Stage 2)	10/3/2022	10/21/2022	15d	Schematic Design (Stage 2)																						
City Stage 2 Review	10/24/2022	11/4/2022	10d	City Stage 2 Review																						
Final Design Development (Stage 3)	11/7/2022	11/25/2022	15d	Final Design Development (Stage 3)																						
City Stage 3 Review	11/28/2022	12/9/2022	10d	City Stage 3 Review																						
MDT Stage 3 Review	11/28/2022	12/30/2022	25d	MDT Stage 3 Review																						
Released for Construction Plans (Stage 4)	1/2/2023	1/13/2023	10d	Released for Construction Plans (Stage 4)																						
City Stage 4 Review	1/16/2023	1/27/2023	10d	City Stage 4 Review																						
Bidding Period Services	2/1/2023	2/14/2023	10d	Bidding Period Services																						

Kent Avenue Neighborhood Greenway Improvements – Kent Central Greenway - S Russell to Regent Schedule Notes:

Schedule developed assumes mid September signed design contract.

WGM will commit to meeting the task durations listed here to the best of our abilities, however, we understand certain aspects of the schedule, such as MDT review time lines, are out of our control.

