



## PROFESSIONAL SERVICES AGREEMENT

### Missoula Resource Recovery Facility Digester 2 Mixer Replacement

**THIS AGREEMENT** is made and entered into on the date fully executed below by and between the **CITY OF MISSOULA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 435 Ryman St., Missoula, MT 59802, referred to here as “City,” and **JACOBS ENGINEERING GROUP INC.**, whose principal place of business is located at 712 N D STREET, LIVINGSTON, MT 59047, hereinafter referred to as “Contractor.”

### RECITALS

WHEREAS, the City desires to utilize Contractor to furnish independent services in connection with Missoula Resource Recovery Facility Digester 2 Mixer Replacement; and

WHEREAS, Contractor has represented to the City that Contractor has the necessary expertise to furnish said services and has available to Contractor the necessary staff and resources to perform the independent services in a timely manner consistent with the nature of the project.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

**1. Purpose**

City desires to have Contractor evaluate current Digester 2 mixing system and recommend a system for implementation.

**2. Effective Date**

This Agreement is effective upon the date of its execution by both parties and will terminate on the 31st of December, 2026, or upon 30 days’ notice by the City to Contractor of its desire to terminate the Agreement by giving such notice to Contractor’s designated liaison identified below.

**3. Scope of Work**

**a.** Contractor will perform the work and provide the services in accordance with the requirements of the Scope of Services attached here to as Exhibit A; and

**b.** If authorized in writing as provided in this subsection, Contractor shall also furnish additional services. To the extent additional services have been identified at the time of executing this Agreement, they are itemized in Exhibit A and will be paid for by City as indicated in Section 4. As further additional services are requested of Contractor, this Agreement may be modified and subject to mutual consent by execution of an addendum by authorized representatives of both

parties, setting forth the additional scope of services, their performance time schedule, and the compensation for such services.

#### **4. Payment**

**a.** City agrees to pay Contractor for services outlined in Exhibit A in accordance with the terms and conditions laid out in Exhibit B - Compensation, and Contractor shall be compensated for additional services authorized pursuant to Section 3.b. above, which have not been identified at the time of executing this Agreement as more particularly described in a fully approved and executed addendum to this Agreement. Payment for work beyond that described in Exhibit A or as contained in a fully approved and executed addendum to this Agreement is expressly denied without prior written authorization from City. Such authorization must include signature of the Mayor.

**b.** Contractor shall submit monthly statements for basic and additional services rendered. City shall pay Contractor within 30 days of receipt of an itemized invoice for the services rendered or shall notify Contractor of any dispute by City concerning the performance of any services and the basis therefore and shall pay Contractor within thirty days for the services not in dispute. If any items are disputed by City, Contractor and representatives of City shall meet and confer regarding the disputed items within ten business days after City notifies Contractor of the services in dispute. City shall pay for any disputed services for which the dispute has been resolved to the satisfaction of the City within thirty days after such resolution.

#### **5. Independent Contractor Status**

The parties agree that Contractor, is an independent contractor for purposes of this agreement and the parties agree that Contractor is and shall be an independent contractor when performing services pursuant to this agreement. Contractor 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. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor 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. Contractor shall maintain workers' compensation coverage for all members and employees of Contractor's business, except for those members who are exempted by law.

Contractor 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, Contractor 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 Contractor or Contractor's agents or employees.

For the professional services rendered, to the fullest extent permitted by law, Contractor 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 Contractor or Contractor's agents or employees.

For this purpose, Contractor shall provide City with proof of Contractor's liability insurance issued by a reliable company or companies for personal injury and property damage in amounts as follows:

- Workers' Compensation Statutory
- 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 Errors and Omissions Liability \$1,000,000 per claim;  
\$2,000,000 annual aggregate

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**

Contractor agrees that all services and work performed under this agreement will be accomplished in a professional manner, in accordance with the accepted standards of Contractor's profession.

#### **8. Compliance with Laws**

Contractor agrees to comply with all federal, state and local laws, ordinances, rules and regulations.

#### **9. Nondiscrimination and Equal Opportunity**

Contractor agrees and shall comply with the following Non-Discrimination and Equal Opportunity 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.

##### **EQUAL OPPORTUNITY 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 Equal Opportunity Policy, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

**The City's Equal Opportunity Policy Statement is:**

The Mayor of the City of Missoula or the Mayor's designee may adopt an 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, to the extent practical, shall ensure that subcontractors and vendors comply with this policy and the City's non-discrimination and equal opportunity requirements found at Chapter 9.64 of the Missoula Municipal Code. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds or future contracting opportunities.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of equal employment 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 Contractor may not subcontract or assign Contractor’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 Contractor 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 Contractor for the specific purpose intended will be at the City’s sole risk and without liability or legal exposure to the Contractor. 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**

Designated liaison with Contractor is Don Schmidt, and Contractor’s designated liaison with City is Jeff Moss.

**14. Previous Agreements**

This Agreement constitutes the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof. There are no promises, terms, conditions, or obligations, other than contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.

**15. Applicability**

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

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

**CONTRACTOR:**

**Jacobs Engineering Group, Inc.**



**Court Harris**

**MAYOR:**

**City of Missoula, Montana**



**Mayor**

**ATTEST:**

MC1  
Claire Trimble (Sep 24, 2025 09:37:22 MDT)  
City Clerk

**APPROVED AS TO FORM:**

Ryan Sudbury  
City Attorney

(SEAL)



## Scope of Services

### Missoula WWTP Digester 2 Mixer Replacement

#### Pre-Design Phase

#### Background

The City of Missoula (City) wastewater treatment plant (WWTP) uses mesophilic anaerobic digestion to stabilize primary sludge. The WWTP has one primary Digester 1 and one secondary Digester 2 (both tanks are heated and mixed), which are normally operated in series. In 2023, Digester 1 was taken off-line for cleaning and only Digester 2 was used. During this time, it was noted that Digester 2 was not providing effective stabilization and problems with the mixing system were suspected. The mixer was installed in 1985, has exceeded the typical expected lifespan, and is no longer supported by the manufacturer, so a new mixing system is needed. The *Wastewater Facilities Plan Update* included a preliminary analysis of mixing systems, however, it proved difficult to make a recommendation without the ability to inspect the existing mixer. In the summer of 2025, Digester 2 was taken off-line for cleaning which provides the opportunity for further investigation and initial design of a replacement mixing system. This scope of work describes the pre-design of a new mixing system, including further analysis of the mixing systems described in the *Wastewater Facilities Plan Update*, and recommendation of a type of new mixing system for the City to implement.

The scope of work includes three tasks:

- Task 1: Digester Data Review
- Task 2: Mixing System Evaluation and Selection
- Task 3: Documentation

#### Task 1: Digester Data Review

The scope of this task includes the following key components:

- **Digester Data Review.** Review existing record drawings, operation data, and information gathered from Digester 2 cleaning to determine existing conditions, design criteria, etc.

#### Assumptions:

- City will provide Jacobs with record drawings, operational data, and information on existing conditions as needed to supplement information that Jacobs already has on file.

#### Task 2: Mixing System Evaluation and Selection

The scope of this task includes the following key components:

- **Evaluation.** Jacobs will evaluate mixing system alternatives and recommend a system for implementation. Mixer configuration, type, cost, limitations, and implementation will be evaluated. The evaluation will include consideration of DEQ Circular 2, NFPA 820, and a lifecycle cost analysis.
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- **Workshop.** A workshop will be conducted with the City to present findings and collectively decide on a preferred system to implement. Jacobs will prepare powerpoint slides to summarize the evaluation and provide a basis for discussion during the workshop.

### **Assumptions:**

- Jacobs will consider three alternatives for mixing systems, as follows:
  - o Internal draft tube mixer
  - o Mixing pump and nozzles
  - o Linear motion mixer
- The mixing system evaluation workshop will be held at the WWTP with a virtual meeting option for Jacobs staff not located in Missoula. Jacobs will prepare powerpoint slides to summarize the evaluation.

Jacobs evaluation will be limited to mixing systems that can provide adequate mixing for mesophilic digestion based on the existing tank configuration. No analysis of the heat exchange and recirculation system, gas system, structural or coating repairs will be conducted. Electrical, structural, and instrumentation analysis will be limited to analysis of items directly related to the mixing system.

### **Task 3: Documentation**

Task 3 provides the formal documentation of Task 1 and 2. Task 3 includes:

- **Draft Memorandum.** Following completion of the workshop, Jacobs will provide a draft memorandum documenting the process, analysis, and decisions made during Tasks 1 and 2.
  - **Final Memorandum.** Jacobs will provide final memorandum that incorporates City comments to the Draft Memorandum.

### **Assumptions:**

- Jacobs will submit draft report in word document format for review and comment.
  - Jacobs will update the report based on client comments and provide a pdf document stamped by a Professional Engineer registered in Montana for the Final Memorandum.
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## Schedule

A preliminary schedule is shown below:

Milestone	Start Date	Duration (Working Days)	End Date
Notice to Proceed	9/12/2025	1	9/12/2025
Data Review	9/15/25	5	9/19/25
Evaluation	9/22/25	20	10/17/25
Workshop	10/20/25	1	10/20/25
Draft Memorandum	10/20/25	9	10/31/25
Memorandum Review (City)	11/3/25	5	11/7/25
Final Memorandum	11/10/25	5	11/14/25

Table 1. Projected Level of Effort and Cost

		Court Harris (PIC)	Cameron Clark (Process)	Jeff Moss (Process)	Wayne Kohler (Structural)	Katie Klacik (I&C)	Toby Palin (Electrical)				Sub-Total Hours	Total Fee
Task 1	Project Kickoff and Background Data Review	2	4	16							24	\$ 5,060
Task 2	Mixing System Evaluation and Selection	2	8	40	8	8	8				80	\$ 16,315
Task 3	Documentation	4	4	24	4	4	4				60	\$ 9,934
											TOTAL	\$ 31,309

**Compensation**

Compensation for services and expenses for this project shall be on a Time and Materials Not-to- Exceed basis with budgets between task being interchangeable as needed.











# A 10654 PSA with Jacobs Engineering Group, Inc.

Final Audit Report


2025-09-24


Created:	2025-09-18
By:	Wendy Gay (gayw@ci.missoula.mt.us)
Status:	Signed
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-  Signer court.harris@jacobs.com entered name at signing as Court V Harris  
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-  Document e-signed by Court V Harris (court.harris@jacobs.com)  
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