

**PROFESSIONAL SERVICES AGREEMENT**  
**Engineering Services for Northside Pedestrian Bridge Deck Replacement**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of July, 2020, by and between the **CITY OF MISSOULA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 435 Ryman, Missoula, Montana 59802, hereinafter referred to as “City,” and HDR, Inc., a Montana registered corporation, 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 Exhibit “A” and by this reference made a part hereof.

2. **Effective Date:** This Agreement is effective upon the date of its execution and will terminate on the 30<sup>th</sup> day of December, 2021.

3. **Scope of Work:** Consultant will perform the work and provide the scope services in accordance with the project proposal and fee schedule dated 6/12/2020 (attached as **EXHIBIT A**).

4. **Payment:** City agrees to pay Consultant an amount not to exceed **ONE HUNDRED THIRTY-SIX THOUSAND, SIX HUNDRED TWENTY-NINE DOLLARS AND NO CENTS (\$136,629.00)** for services performed pursuant to the Scope of Services. Monthly progress payment shall be made to the Contractor as work progresses but, in no case, shall payment be made for work not performed or not completed. 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.

6. **Worker’s Compensation Insurance:** 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.

7. **Indemnity and Liability Insurance:** Consultant agrees to indemnify, defend and save the City, its officers, agents and employees harmless from any and all losses, damage and liability 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 this purpose, Consultant shall provide City with proof of Consultant's general liability insurance issued by a reliable company or companies for personal injury and property damage, in an amount not less than \$750,000 for each claim and \$1.5 million for each occurrence. The insurance must be in a form suitable to City.

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. Consultant agrees to purchase a City business license.

10. **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.

11. **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.

**12. 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.

**13. 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.

**14. 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.

**15. Liaison:** City’s designated liaison with Consultant is David Selvage:  
Phone: 406-552-6252; E-mail: [dselvage@ci.missoula.mt.us](mailto:dselvage@ci.missoula.mt.us)  
Mailing address: Missoula Parks & Recreation; 100 Hickory St; Missoula, MT 59801

Consultant’s designated liaison with City is Dustin Hirose P.E.:  
Phone: 406-532-2206; E-mail: [Dustin.Hirose@hdrinc.com](mailto:Dustin.Hirose@hdrinc.com)  
Mailing address: HDR, Inc., 700 SW Higgins Ave, Suite 200; Missoula, MT 59803

**16. 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 MISSOULA, MONTANA**

**HDR, INC.**  
**Consultant**

By \_\_\_\_\_  
**JOHN ENGEN, Mayor**

By \_\_\_\_\_

**ATTEST:**

**Print Name:** \_\_\_\_\_

By \_\_\_\_\_  
**MARTHA L. REHBEIN, C.M.C., City Clerk**

**Print Title:** \_\_\_\_\_

**APPROVED AS TO FORM**

By \_\_\_\_\_  
**JIM NUGENT, City Attorney**

**Engineering Services for Northside Pedestrian Bridge Deck Replacement**

**Exhibit A**

**Following this page**

**HDR SCOPE OF WORK AND FEE PROPOSAL  
DATED: JUNE 12, 2020**



## Introduction

The following scope of work is to perform a follow-up cursory inspection, review deck replacement options for the Northside Pedestrian Bridge approach ramp decking, work with the City to determine the preferred deck replacement option, and prepare the final plans, specifications, and estimate (PS&E) for construction. The scope also includes a new drainage system, updated electrical conduit and fixtures and miscellaneous structural repairs.

## General Assumptions

- Project management effort is a function of the project duration and is based on the schedule included with this scope of services. Additional project coordination or an extended project schedule may require a contract amendment.
- No geotechnical, survey, right-of-way, or public involvement services are included with this scope of services.
- No site design for renovated parking lot or landscaping on either end of the bridge is included in the scope of work. This can be added by amendment if necessary.
- Construction administration services are not included in this scope.
- Structural design will be in accordance with the AASHTO LRFD Bridge Design Specifications, 8th Edition.
- Bridge Plans will be prepared using Microstation V8i. Road way plans will be prepared using Microstation V8i and Geopak SS4 with OpenRoads technology.
- Project will be in accordance with City Public Work Specifications and supplemented by MDT Standard Specifications.
- For the purpose of developing scope of services, the following repair items are included in the construction project. Additional work items will require a contract amendment to perform additional design and detailing.
  1. Replace ramp decking and retrofit ramp structure to accommodate new decking.
  2. Revise/expand bird netting.
  3. Miscellaneous structural steel repairs.
  4. Repair noted visible cracks in masonry.
  5. Provide updated drainage system.
  6. Replace ramp structure lighting.
  7. Cover and abandon the existing elevator shaft.
  8. Reconfigure the existing railing at the north entrance.
  9. Resealing the CMU block walls on ramp structures.

## Schedule

The project schedule is not finalized. For the purpose of scoping the project and determining average labor rates, the scope was developed for a March 2021 Advertisement Date. An extended project schedule will require additional project management effort.

## Project Meeting Summary

The following Meetings are included in the HDR scope of services.

<u>Meeting</u>	<u>Task</u>	<u>Location</u>
Project Kick-Off Meeting	1.1	Missoula
65% Design Review	2.8	Missoula
95% Design Review	2.9	Missoula
Pre-Bid Meeting	2.11	Missoula



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## **Scope of Work**

### **Task 1: Preliminary Rehabilitation Design**

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**Description of Work:** Perform preliminary design and cost analysis, work with the City to determine final repair items to be included in the bridge rehabilitation. Specifically, the following tasks are included:

**Tasks:**

- 1.1 **Project Management.** Project setup and closeout. Coordinate work with the City, coordinate with HDR staff, track project budget, QAQC, and invoicing. This task also includes a project kick-off meeting for 2 hours for three HDR personnel.
- 1.2 **Ramp Deck Replacement Options.** Update ramp deck replacement options from that developed in 2018. Work with suppliers to discuss lead times, and pricing. Two options will be considered: Concrete filled polymer laminate pan deck, and FRP composite deck panels. Evaluate constructability and other existing structure repairs/upgrades that may be necessary to accommodate the new decking based on geometrics and load requirements.
- 1.3 **Preliminary Structure Rehabilitation Cost Summary.** Review the structure in the field with City personnel to determine repairs to be included in the construction contract. Review condition of existing electrical breaker panels, review existing light levels on the ramps, and determine construction cost for ramp lighting replacement. Provide a preliminary construction cost estimate for the repairs along with a brief written description of the repair item. This also includes developing an option for covering the elevator shaft doors. This task assumes three HDR personnel will review the structure on site for up to 4-hrs to discuss possible repair items with the City. For the purpose of estimating design effort, repair items 2 through 9 from the general assumptions are included in the General Assumptions above.
- 1.4 **Finalize Repair Items.** Meet with the City to discuss repair options and costs from Task 1.3, and 1.4 and determine the final repair items to be included on the construction contract. This will serve as the project kick-off meeting. Two HDR personnel will attend a 2-hr meeting with the City and provide meeting notes

**Assumptions:**

- Task 1.3 does not include a detailed bridge inspection. The intent is to determine in concept what repair items will be included in the rehabilitation. Cost estimates will be preliminary and based on the repair concept, not actual plan quantities.
- Review of electrical components in Task 1.3 will be a high level review to see if the components should be reused or replaced. Inspection of wires pull boxes interiors is not in the scope.
- Existing lighting levels are adequate and calculation of the current light level or need to adjust lighting levels is not included in the scope.
- The existing ramp structure lighting will be replaced with limited reuse of existing components.
- The existing lighting on the main spans and near the ramp entrances will remain in place.

**Deliverables:**

1. Structure Rehabilitation Item/Cost Summary (.pdf)
2. Meeting Notes (.pdf)

### **Task 2: Final Rehabilitation Design**

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**Description of Work:** Perform final design, plan development, and prepare project specific special provisions for advertisement.

**Tasks:**







- 2.1 Project Management: Project setup and closeout. Coordinate work with the City, coordinate with HDR staff, track project budget, QA/QC, and invoicing.
- 2.2 Ramp Deck Replacement: Perform final geometric and structural design for the ramp deck replacement. Design revisions to the supporting stringers as necessary to accommodate the new decking materials. Prepare and check design calculations. Additional bracing, and/or support brackets are assumed necessary to accommodate the new decking material.
- 2.3 Drainage System: Perform final hydraulic design for a new drainage system. Develop inlet and drain pipe geometry and connection details. Determine location for discharge and design the infiltration system. The new system will be designed with the objective of improving the capture and discharge of stormwater from the ramps. Full compliance with City standards may not be practical considering the existing structure configuration and project budget.
- 2.4 Miscellaneous Repairs: This item includes revisions to the north entrance railing along North 1<sup>st</sup> Street West, revisions to the fencing inside the structure, crack repair for the existing masonry, and design of additional features to prevent access to the elevators.
- 2.5 Electrical Design. Develop the electrical design and details for the ramp structure lighting, conduit, and connections to the existing panels.
- 2.6 Final Plans: Prepare and check the plans for inclusion in the construction contract. The following plan sheets are anticipated:
  - 1) Title Sheet
  - 2) Site Plan & Quantity Summaries
  - 3) Ramp & Landing Orientation – South
  - 4) Ramp & Landing Orientation – North
  - 5) Ramp Framing Modifications
  - 6) Ramp Deck Details (1 of 3)
  - 7) Ramp Deck Details (2 of 3)
  - 8) Ramp Deck Details (3 of 3)
  - 9) Drainage Details (1 of 2)
  - 10) Drainage Details (2 of 2)
  - 11) Masonry Repair Details
  - 12) Miscellaneous Structure Repairs
  - 13) Lighting Details
  - 14) Elevator Shaft Details
  - 15) Miscellaneous Site Details
- 2.7 Project Special Provisions & Estimate. Prepare final project specific special provisions for inclusion by the City into the overall construction contract. Finalize plan quantities and prepare the construction cost estimate. Assume up to two non-standard special provisions: One for the decking material, and another for the construction sequencing.
- 2.8 65% Submittal. Package the plans (not specifications) at approximately 65% complete and submit to the City for review. Not all the sheets may be complete at this time. The intent of this submittal is to allow the city to comment prior to final design and plan development. Attend a review meeting (2-hr) to be attended by 2 HDR staff and document comments provided by the City.
- 2.9 95% Submittal. Package the PS&E at approximately 95% complete and submit to the City for review. All the sheets and specifications will be essentially complete at this time. The intent of this submittal is to allow the city to provide final comments prior to advertisement. Attend a review meeting (2-hr) to be attended by 2 HDR staff and document comments provided by the City.
- 2.10 Advertisement. Assist the City in answering questions during advertisement and for up to 8-hrs during construction to answer questions.

**Assumptions:**

- The existing ramp structure is structurally adequate to support the new deck dead load. Design of significant alterations to the existing structure are not included in the scope.





- Additional plan sheets results in additional engineering review, checking, and QC. A contract amendment may be necessary if the number of plan sheets increase from that shown in Task 2.6.
- Coordination with the railroad is not anticipated or included. The existing Construction & Maintenance agreement between the City and MRL is sufficient to complete this work. The City will work with MRL on any needed revisions to the existing agreement with MRL.
- The City will compile all documents (plans and specifications) for bidding and provide copies for the contractors.
- Environmental permitting is not anticipated and is not included in this scope. The City will coordinate design review in accordance with City MS4 requirements at the 65% Submittal as necessary. Stormwater permitting, if required, will be the responsibility of the construction contractor.

**Deliverables:**

1. 65% Submittal (.pdf)
2. 95% Submittal (.pdf)
3. Final Plans, Specifications, and Estimate (PS&E) (.pdf)



Work Item	Project Manager	Sr. Project Engineer	Project Engineer	Electrical Engineer	QC	CAD/EIT	Accounting & Admin
<b>Task 1: Preliminary Rehabilitation Design</b>							
1.1 Project Management	8						2
1.2 Ramp Deck Replacement Options		4	19				
1.3 Preliminary Structure Rehab Cost Summary		14	20	36	3		
1.4 Finalize Repair Items	3		3				
<b>Task 1 Subtotal</b>	<b>11</b>	<b>18</b>	<b>42</b>	<b>36</b>	<b>3</b>		<b>2</b>
<b>Task 2: Final Rehabilitation Design</b>							
2.1 Project Management	70						24
2.2 Ramp Deck Replacement		16	80		4		
2.3 Drainage System		10	58		2		
2.4 Miscellaneous Repairs		32	48		4		
2.5 Electrical Design			4	40	4		
2.6 Final Plans		43	92	8	15	296	
2.7 Project Special Provisions & Estimate		10	26	4	2		
2.8 65% Submittal	2	1	8			4	
2.9 95% Submittal	2	1	8			4	
2.10 Advertisement	2	4	8				
<b>Task 2 Subtotal</b>	<b>76</b>	<b>117</b>	<b>332</b>	<b>52</b>	<b>31</b>	<b>303</b>	<b>24</b>
<b>Total Hours (1047)</b>	<b>87</b>	<b>135</b>	<b>374</b>	<b>88</b>	<b>34</b>	<b>303</b>	<b>26</b>
	8%	13%	36%	8%	3%	29%	2%

**DIRECT COST SUMMARY**

Task	Total Hours	Total Direct Cost
Task 1: Preliminary Rehabilitation Design	112	\$ 15,426.00
Task 2: Final Rehabilitation Design	935	\$ 121,053.00
<b>Total Direct Cost (including overhead and profit)</b>	<b>1047</b>	<b>\$ 136,479.00</b>

**DIRECT NONLABOR SUMMARY**

Miscellaneous (Mytars, telephone, postage, copies, photos, etc.)							\$150.00
Computer	Hours		Per Hour	\$0.00			
Travel (Airlines/meals/lodging)	Trips		Per Trip				
Mileage	Miles		Per Mile	0.75			
<b>TOTAL DIRECT NONLABOR</b>							<b>\$150.00</b>

**OUTSIDE SERVICES AND SUBCONTRACTS**

Geotechnical		\$0.00
Survey		\$0.00
Architect		\$0.00
Materials Testing		\$0.00
<b>TOTAL OUTSIDE SERVICES AND SUBCONTRACTS</b>		<b>\$0.00</b>

**RECAPITULATION**

Total Labor/ Overhead/Profit	\$ 136,479.00
Total Direct NonLabor	\$ 150.00
Total Outside Services & Subcontracts	\$ 0.00
<b>TOTAL ESTIMATED COST</b>	<b>\$ 136,629.00</b>







