



# Livingston City Commission Agenda

December 05, 2017

6:30 PM

City – County Complex, Community Room

1. Call to Order

2. Roll Call

3. Moment of Silence

4. Pledge of Allegiance

5. Consent Items

- A. CONSENT - Approve minutes to regular 11.21.17 Commission meeting      Page 4
- B. CONSENT - Approve Bills and Claims      Page 7
- C. CONSENT - Pledged Securities Report 2nd Qtr FY 2018      Page 18

6. Proclamations

7. Scheduled Public Comment

8. Public Hearings

9. Ordinances

10. Resolutions

A. RESOLUTION NO. 4764 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN AN INFORMAL SETTLEMENT AGREEMENT WITH COMPLAINANT THROUGH THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) MONTANA DIVISION TO FINALIZE ADA TRANSITION PLAN.

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B. RESOLUTION NO. 4765 - A RESOLUTION ACCEPTING THE PIPELINE LICENSE NO. 602, 054 BETWEEN THE CITY OF LIVINGSTON MONTANA RAIL LINK, INC. FOR THE CONSTRUCTION AND MAINTENANCE OF A PIPELINE FOR CARRYING POTABLE WATER.

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C. RESOLUTION NO. 4766 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH MONTANA DEPARTMENT OF TRANSPORTATION (MDT) FOR TRANSPORTATION ALTERNATIVES PROGRAM PROJECT FUNDING AND MAINTENANCE AGREEMENT.

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D. RESOLUTION NO. 4767 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING CITY MANAGER TO SIGN AMENDED USE AGREEMENT WITH LIVINGSTON YOUTH SOCCER ASSOCIATION.

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E. RESOLUTION NO. 4768 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A LEASE AGREEMENT WITH THE LIVINGSTON YOUTH SOCCER ASSOCIATION. Page 84

11. Action Items

A. DISCUSS/APPROVE/DENY - Discuss TD& H proposal for Northside transportation study for next commission meeting Page 95

B. DISCUSS/APPROVE/DENY - Discuss AE2S amendment proposal to be included for decision for next commission meeting Page 105

C. DISCUSS/APPROVE/DENY - TD & H construction management contract for next commission meeting Page 175

12. Public Comments

*Individuals are reminded that public comments should be limited to items over which the City Commission has supervision, control, jurisdiction, or advisory power (MCA 2-3-202).*

13. City Manager Comment

14. City Commission Comments

15. Adjournment

**Calendar of Events**

December 5, 2017 - 6:30 p.m. - City Commission regular meeting, Community Room, City/County Complex

December 11, 2017 - International Mountain Day

December 12, 2017 - 3:30 p.m. - Historic Preservation regular meeting, Community Room, City/County Complex

December 12, 2017 - 7:00 p.m. - Board of Adjustments regular meeting, Community Room, City/County Complex

December 13, 2017 - 8:30 a.m. - Urban Renewal Agency regular meeting, (rescheduled due to holidays) East Room, City/County Complex

December 13, 2017 - 5:30 p.m. - Planning Board regular meeting, (rescheduled due to holidays) Community Room, City/County Complex

December 19, 2017 - 6:30 p.m. - City Commission regular meeting, Community Room, City/County Complex

December 22, 2017 - City offices closed in observance of Christmas Eve

December 25, 2017 - City offices closed in observance of Christmas Day

January 1, 2018 - City offices closed in observance of New Year's Day

## Supplemental Material

### Notice

- **Public Comment:** The public can speak about an item on the agenda during discussion of that item by coming up to the table or podium, signing-in, and then waiting to be recognized by the Chairman. Individuals are reminded that public comments should be limited to items over which the City Commission has supervision, control, jurisdiction, or advisory power (MCA 2-3-202).
- **Meeting Recording:** An audio and/or video recording of the meeting, or any portion thereof, may be purchased by contacting the City Administration. The City does not warrant the audio and/or video recording as to content, quality, or clarity.
- **Special Accommodation:** If you need special accommodations to attend or participate in our meeting, please contact the Fire Department at least 24 hours in advance of the specific meeting you are planning on attending.

**Backup material for agenda item:**

- A. CONSENT - Approve minutes to regular 11.21.17 Commission meeting

**Livingston City Commission Meeting**  
**November 21, 2017**  
**6:30 PM**  
**City-County Complex**

**1. Call to Order**

**2. Roll Call**

- Bennett, Hoglund, Friedman, Schwarz and Sandberg were present.

**3. Moment of Silence**

**4. Pledge of Allegiance**

**5. Consent Items (00:02:06)**

- A. CONSENT - Approve minutes from regular 11.7.17 commission meeting**
- B. CONSENT - Ratify Claims**
- C. CONSENT - Approve Bills & Claims**

- Friedman made a motion to approve Consent Items A – C. Hoglund seconded.
  - All in favor, motion approved 5-0.

**6. Proclamations**

**7. Scheduled Public Comment**

- A. SCHEDULED PUBLIC COMMENT - Katie Weaver, MSU Extension with update on economic development (00:02:48)**
- B. SCHEDULED PUBLIC COMMENT - Derek Smith and Lincoln Zamrog from McNair Skate Park Committee with skate park update (00:16:42)**

- Melody Montgomery made comments (00:26:24)

**8. Public Hearings**

**9. Ordinances**

**10. Resolutions**

- A. RESOLUTION NO. 4763 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON , MONTANA, ACCEPTING THE WATER EXTENSIONS FOR ACREVILLE DEVELOPMENT . (00:31:50)**

- Schwarz made a motion to pass Resolution No. 4763. Friedman seconded.
  - All in favor, motion passed 5-0.

**11. Action Items**

**A. DISCUSS/APPROVE/DENY - Approve City Manager's Recommendation for Amendment #2 to Agreement Between Owner and Engineer for Professional Services dated February 16, 2016 for the Livingston Water Reclamation (WRF) Upgrade Project.** (01:02:03)

- Bennett made a motion to table Action Item A to the next City Commission meeting. Hoglund seconded.
  - All in favor, motion passed 5-0.

**ADDENDUM:**

**B: DISCUSS/APPROVE/DENY: Livingston Youth Soccer Association (LYSA) Lease Agreement** (00:39:00)

- Jeff Dickerson made comments (00:45:10)

**12. City Manager Comment (02:09:08)**

**13. City Commission Comments**

- Sandberg made comments. (02:09:50)
- Schwarz made comments. (02:14:33)
- Hoglund made comments (02:15:04)
- Bennett made comments. (02:15:24)

**14. Public Comments**

*Individuals are reminded that public comments should be limited to items over which the City Commission has supervision, control, jurisdiction, or advisory power (MCA 2-3-202).*

- Jeff Dickerson made comments. (02:22:22)
- Patricia Grabow made comments. (02:25:02)

**15. Adjournment (9:02 PM)**

**Backup material for agenda item:**

- B. CONSENT - Approve Bills and Claims

11/29/17  
13:31:25

CITY OF LIVINGSTON  
Claim Approval List  
For the Accounting Period: 11/17

Page: 1 of  
Report ID: AP100

Operating Cash  
\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
34225		3293 BLACKFOOT COMMUNICATIONS		149.98					
	166824	11/01/17 Internet		49.99*			2500 151 430220	346	101000
	166824	11/01/17 Internet		49.99*			5410 504 430820	346	101000
	166824	11/01/17 Internet		50.00*			5310 503 430610	346	101000
34226		23 CARQUEST AUTO PARTS		53.89					
	1912392989	10/16/17 Mirror		35.50			2500 151 430240	232	101000
	1912394901	11/06/17 Fuel		18.39			5310 503 430625	232	101000
34227		3440 CHARTER COMMUNICATIONS		885.97					
	0179878	11/04/17 PW internet		354.38			1000 122 411300	346	101000
	0179878	11/04/17 PW internet		132.89*			2500 151 430220	346	101000
	0179878	11/04/17 PW internet		132.90*			5210 502 430510	346	101000
	0179878	11/04/17 PW internet		132.90*			5310 503 430610	346	101000
	0179878	11/04/17 PW internet		132.90*			5410 504 430820	346	101000
34228		3514 DC FROST ASSOCIATES, INC		2,102.85					
	20010	11/03/17 Parts		2,102.85			5310 503 430640	230	101000
34229		424 ENERGY LABORATORIES, INC.		1,638.00					
	113456	10/16/17 Eff composite		1,344.00			5310 503 430640	355	101000
	119274	11/10/17 Analysis parameter		132.00			5210 502 430515	355	101000
	118980	11/09/17 Analysis parameter		162.00			5210 502 430515	355	101000
34230		54 GATEWAY OFFICE SUPPLY		15.61					
	38484	11/03/17 MSE labs		15.61			5210 502 430515	355	101000
34231		1783 J & H OFFICE EQUIPMENT		148.28					
	516929	11/08/17 Copier monthly maintenance		29.65			5210 502 430515	368	101000
	516929	11/08/17 Copier monthly maintenance		29.65			5310 503 430625	368	101000
	516929	11/08/17 Copier monthly maintenance		29.66			5410 504 430830	368	101000
	516929	11/08/17 Copier monthly maintenance		29.66			2500 151 430240	368	101000
	516929	11/08/17 Copier monthly maintenance		29.66			1000 106 411030	368	101000
34232		26 LIVINGSTON ACE HARDWARE -		49.98					
	B32301	11/08/17 Ice melt		49.98			5410 504 430830	231	101000
34233		3688 MURDOCH'S RANCH & HOME SUPPLY		128.18					
	00535	10/27/17 Tools		128.18			5210 502 430520	220	101000



11/29/17  
13:31:25

CITY OF LIVINGSTON  
Claim Approval List  
For the Accounting Period: 11/17

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Report ID: AP100

Operating Cash  
\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
34234		3353 STORY DISTRIBUTING		1,387.20					
	78612	11/14/17 Diesel fuel 560g		1,327.20*			1000 123 411700	236	101000
	78612	11/14/17 Additive		32.00*			1000 123 411700	236	101000
	78612	11/14/17 Innospec		28.00*			1000 123 411700	236	101000
34235		1 TECH ELECTRIC, INC		137.18					
	38373	11/10/17 Repair of street lamps		137.18			2400 420100	361	101000
34236		2991 TITAN MACHINERY		64.76					
	9612038	07/12/17 Tank overflow		64.76			2500 151 430240	231	101000
34237		2086 WASTECO SUPPLY		4,771.69					
	1753	11/06/17 Black cans with rings		4,771.69			5410 504 430830	231	101000
34238		2432 XYLEM DEWATING SOLUTION, INC.		3,715.17					
	400751391	10/25/17 Impeller		1,709.17*			5310 503 430625	361	101000
	400751511	10/25/17 Repair on Flygt 3127		2,006.00*			5310 503 430625	361	101000
34239		3592 RDO Equipment Co.		93,500.00					
	1021220	11/15/17 Backhoe		89,653.20			5410 504 430835	940	101000
	1021220	11/15/17 Backhoe		1,923.40			5210 502 430515	362	101000
	1021220	11/15/17 Backhoe		1,923.40			5310 503 430625	362	101000
34240		22 ALL SERVICE TIRE & ALIGNMENT,		30.00					
	53480	11/08/17 Mount and balance tire		30.00			1000 155 430950	362	101000
34241		23 CARQUEST AUTO PARTS		378.63					
	1912395849	11/16/17 Battery		107.99			2500 151 430240	232	101000
	1913395705	11/15/17 For mowers		270.64			1000 155 430930	361	101000
34242		1611 CRESCENT ELECTRIC SUPPLY CO.		414.15					
	504295730	11/02/17 Lamp		414.15			2400 420100	231	101000
34243		1920 HORIZON AUTO PARTS		24.99					
	809397	11/14/17 GRSEGUN		24.99			5210 502 430515	231	101000
34244		776 KENYON NOBLE		36.90					
	6290147	11/15/17 Concrete		36.90			2820 210 430240	241	101000

11/29/17  
13:31:25

CITY OF LIVINGSTON  
Claim Approval List  
For the Accounting Period: 11/17

Page: 3 of 3  
Report ID: AP100

Operating Cash  
\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
34245			2830 LEHRKIND'S COCA-COLA	121.75					
	1440344	11/14/17	5gal big spring	33.00			2500 151 430240	231	101000
	1469409	11/14/17	5gal big spring	16.50			2500 151 430240	231	101000
	1461769	11/14/17	5gal big spring	41.25			2500 151 430240	231	101000
	1358357	11/14/17	5gal big spring	31.00			2500 151 430240	231	101000
34246			26 LIVINGSTON ACE HARDWARE -	163.23					
	B35760	11/16/17	Battery and roller cover	53.53			2500 151 430240	233	101000
	B35857	11/16/17	Traffic mark	24.99			2820 210 430240	474	101000
	B34500	11/13/17	Civic Center repairs	33.80			1000 155 460442	231	101000
	B34420	11/13/17	Ice melt	13.99			1000 155 460442	231	101000
	B32861	11/09/17	Shop	27.93			1000 155 430930	361	101000
	B32273	11/08/17	Snow plow	8.99			1000 155 460430	231	101000
34247			3040 MIDWAY RENTAL, INC.	117.30					
	5-816112	10/12/17	Scissor lift and trailer	117.30			2500 151 430240	361	101000
34248			78 MONTANA DEPT OF HEALTH & HUMAN	275.00					
	P10372	11/17/17	Pool - Food license	200.00			1000 155 460445	540	101000
	S309236	11/17/17	Pool - Food license	75.00			1000 155 460445	540	101000
34249			59 NORTHERN ENERGY	637.22					
	3070822796	11/04/17	Propane	637.22			1000 155 430930	341	101000
34251			2528 SNAP-ON INDUSTRIAL	60.01					
	34247581	11/07/17	Red flashlight	60.01			2500 151 430240	231	101000
34254			23 CARQUEST AUTO PARTS	79.82					
	1912395834	11/16/17	Lube and oil filter	79.82			2500 151 430240	232	101000
34255			102 INDUSTRIAL TOWEL	66.67					
	36665	11/17/17	Mat cleaning	8.56			5210 502 430510	224	101000
	36665	11/17/17	Mat cleaning	8.55			5310 503 430610	224	101000
	36665	11/17/17	Slate cleaning wrf	23.90			5310 503 430610	224	101000
	36665	11/17/17	Mat cleaning	8.55			2500 151 430220	224	101000
	36665	11/17/17	Mat cleaning	8.55			5410 504 430820	220	101000
	36665	11/17/17	Mat cleaning	8.56			1000 106 411030	200	101000
34256			26 LIVINGSTON ACE HARDWARE -	69.97					
	B36276	11/17/17	Fastners and extractor bit set	69.97			5410 504 430830	231	101000

11/29/17  
13:31:25

CITY OF LIVINGSTON  
Claim Approval List  
For the Accounting Period: 11/17

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Report ID: AP100

Operating Cash  
\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
34257		10 MOBILE REPAIR & WELDING, INC		49.72					
	28899	11/21/17 26 pcs. 20" 1/8 x 2 flat		49.72			5410 504 430830	231	101000
34258		2889 SETCO		14,733.38					
	206121	11/16/17 Parts		14,733.38*			5410 504 430830	232	101000
34261		151 NORTHWESTERN ENERGY		7,893.12					
	0709793-4	11/14/17 406 Bennett 50%		149.80			2500 151 430220	341	101000
	0709793-4	11/14/17 406 Bennett 50%		149.80			5410 504 430820	341	101000
	2171060-3	11/13/17 Scale House 408 Bennett		62.68			5410 504 430820	341	101000
	1728687-3	11/06/17 Transfer Station 408 Bennet		533.58			5410 504 430820	341	101000
	3267010-1	11/06/17 Compactor 330 Bennett		95.92			5410 504 430820	341	101000
	0709794-2	11/06/17 WRF 316 Bennett		6,046.58			5310 503 430640	341	101000
	0720048-8	11/06/17 330 Bennett 1/4		181.45			5210 502 430520	341	101000
	0720048-8	11/06/17 330 Bennett 1/4		181.45			5310 503 430620	341	101000
	0720048-8	11/06/17 330 Bennett 1/4		181.45			5410 504 430820	341	101000
	0720048-8	11/06/17 330 Bennett 1/4		181.46			1000 106 411030	341	101000
	3015965-1	11/14/17 Fire Training Center		128.95			1000 141 420400	341	101000
34264		2212 NATIVE LANDSCAPES & RECLAMATION		112.50					
	2841	11/01/17 trees		112.50			2700 460430	800	102009
34265		590 SAFEGUARD BUSINESS SYSTEMS		56.05					
	032506645	11/09/17 W-2 & 1099 forms		56.05			1000 123 411700	211	101000
34266		3348 AMATICS CPA GROUP		2,700.00					
	46812	10/31/17 Audit Work - thru 10/31/17		2,700.00			1000 104 410530	335	101000
34267		102 INDUSTRIAL TOWEL		32.00					
	36653	11/17/17 Rug Maintenance		32.00			1000 121 411230	360	101000
34268		151 NORTHWESTERN ENERGY		260.31					
	31201338	11/08/17 110 South B St		154.97			1000 121 411230	341	101000
	31201346	11/08/17 112 South B St		105.34			1000 121 411230	341	101000
34269		3622 MACINNES, KEN		213.86					
	17-18	10/13/17 Radisson Colonial Hotel Helena		213.86*			1000 141 420400	370	101000
34270		2823 THOMSON REUTERS - WEST		287.00					
	837125522	11/01/17 Information Charge - Oct.		287.00			1000 107 411100	334	101000

11/29/17  
13:31:25

CITY OF LIVINGSTON  
Claim Approval List  
For the Accounting Period: 11/17

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Report ID: AP100

Operating Cash  
\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
34271		2838 DOUG PARISI INC		298.24					
	3645	11/17/17 37% Repair Leak		56.54			1000 121 411230	360	101000
	3650	11/17/17 37% Wall Hydrants		241.70			1000 121 411230	360	101000
34272		2501 D.W. BURNS PLUMBING & HEATING		165.76					
	14959	10/30/17 37% Flush Valve Repair		165.76			1000 121 411230	360	101000
34273		16 PARISI WESTERN PLUMBING &		190.18					
	45524	11/06/17 37% Water Heater Repair		190.18			1000 121 411230	360	101000
34274		2608 STATE OF MONTANA - ITSD		149.86					
	20181031	11/09/17 33% Video Conferencing		149.86			1000 102 410360	380	101000
34275		250 INSTY-PRINTS		432.25					
	48860	11/09/17 Dog/Cat Tag Books		432.25			1000 154 440640	231	101000
34276		122 DEPARTMENT OF REVENUE		8,584.96					
	3	11/22/17 DAC - Gross Receipts Tax		8,584.96*			5310 503 430640	940	101000
34277		2840 DICK ANDERSON CONSTRUCTION		849,911.04					
		WRF pay app 3							
	3	10/23/17 WRF pay application 3		858,496.00*			5310 503 430640	940	101000
	3	10/23/17 Gross receipts tax withheld		-8,584.96*			5310 503 430640	940	101000
34278		3378 AMERICAN AUTOMOTIVE		1,316.84					
	2792	11/13/17 Service		904.00			1000 131 420100	231	101000
	2792	11/13/17 Service		412.84			1000 131 420100	360	101000
34279		23 CARQUEST AUTO PARTS		57.98					
	1912391577	09/30/17 xtravision		57.98			1000 131 420100	231	101000
34280		3237 WHISTLER TOWING, LLC		85.00					
	16037	11/13/17 Tow 2017 Ford Taurus		85.00			1000 131 420100	350	101000
34281		879 VERIZON WIRELESS		406.35					
	9795683045	11/04/17 Air Cards - Oct.		406.35			1000 131 420100	347	101000
34283		23 CARQUEST AUTO PARTS		255.20					
	1912396033	11/20/17 Carb/choke spray clnr		4.55			1000 155 430930	361	101000
	1912395960	11/17/17 Battery acid		-19.99			1000 155 430930	361	101000
	1912395705	11/15/17 Mowers		270.64			1000 155 430930	361	101000



11/29/17  
13:31:25

CITY OF LIVINGSTON  
Claim Approval List  
For the Accounting Period: 11/17

Page: 7 of 14  
Report ID: AP100

Operating Cash  
\* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
34298	151 NORTHWESTERN ENERGY	4,953.32							
0709873-4	11/13/17 800 W Cambridge - pump stat	27.06			5310 503 430625	344		101000	
0719058-0	11/07/17 3 Rogers LN Lift station	24.47			5310 503 430625	344		101000	
0709914-6	11/07/17 1011 River Dr.	19.93			5310 503 430625	344		101000	
1452951-5	11/07/17 Monroe Lift Station	300.95			5310 503 430625	344		101000	
1594141-2	11/07/17 9th and 10th Lift Station	25.37			5310 503 430625	344		101000	
3258086-2`	11/13/17 2800 East Park Lift Statio	219.61			5310 503 430625	344		101000	
3258262-9	11/08/17 320 Alpenglow Lift Station	151.47			5310 503 430625	344		101000	
0709892-4	11/13/17 40 Water Tower Ave.	46.02			5210 502 430515	341		101000	
0709876-7	11/08/17 B Street Well	1,178.75			5210 502 430515	341		101000	
0709886-6	11/14/17 200 E Reservoir	57.24			5210 502 430515	341		101000	
0709894-0	11/06/17 56 Water Tower	320.03			5210 502 430515	341		101000	
1441030-2	11/08/17 D and G Geyser Well House	1,410.76			5210 502 430515	341		101000	
0709874-2	11/09/17 Werner Addition Pump	377.63			5210 502 430515	341		101000	
0709875-9	11/09/17 900 River Dr. Pump	794.03			5210 502 430515	341		101000	
34299	102 INDUSTRIAL TOWEL	37.70							
37123	11/23/17 Rug maint, towels	37.70			1000 121 411230	360		101000	
34300	151 NORTHWESTERN ENERGY	1,649.55							
0709871-8	11/13/17 Star Addition	301.30			2400 420100	340		101000	
3287727-6	11/13/17 320 Alpenglow	41.46			2400 420100	340		101000	
3386783-9	11/13/17 Btwn G and H on Clark	61.41			2400 420100	340		101000	
3386845-6	11/13/17 Btwn I and K on Callender	58.18			2400 420100	340		101000	
3386846-4	11/13/17 Btwn 7th and 8th on Summit	30.18			2400 420100	340		101000	
1498936-2	11/13/17 I90 & 89S	5.85			2400 420100	340		101000	
0709796-7	11/13/17 97 View Vista Dr.	5.85			2400 420100	340		101000	
1893530-4	11/13/17 600 W Park	79.18			2400 420100	340		101000	
1493850-0	11/13/17 412 W Callender	83.56			2400 420100	340		101000	
3141997-1	11/13/17 C and D on Lewis	24.55			2400 420100	340		101000	
2023484-5	11/14/17 1100 W Geyser	5.85			2400 420100	340		101000	
2023479-5	11/14/17 900 W Geyser	5.85			2400 420100	340		101000	
2114861-4	11/13/17 132 South B	182.37			2400 420100	340		101000	
1893536-1	11/13/17 E street and alley	59.24			2400 420100	340		101000	
1893541-1	11/13/17 18 W Park	125.92			2400 420100	340		101000	
1747572-4`	11/13/17 F and G on Callender	34.27			2400 420100	340		101000	
1747570-8	11/13/17 D and E on Callender	64.09			2400 420100	340		101000	
1613803-4	11/13/17 M and N on Callender	83.74			2400 420100	340		101000	
1290352-2`	11/13/17 School Flasher Park and 13	8.37			2400 420100	340		101000	
1134879-4	11/13/17 North 7th and Montana and C	52.17			2400 420100	340		101000	
1134866-1	11/13/17 N. 2nd and Montana and Chin	80.62			2400 420100	340		101000	
0709869-2	11/13/17 Carol lane	120.14			2400 420100	340		101000	
3093027-5	11/13/17 105 W Park	57.92			2400 420100	340		101000	
3093023-4	11/13/17 320 North Main	19.42			2400 420100	340		101000	

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13:31:25

CITY OF LIVINGSTON  
Claim Approval List  
For the Accounting Period: 11/17

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Report ID: AP100

Operating Cash  
\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	3093003-6	11/13/17	114 W Summit	34.44			2400 420100	340	101000
	3184602-5	11/13/17	202 South 2nd	23.62			2400 420100	340	101000
34301		1747	CANON FINANCIAL SERVICES, INC	86.10					
	18002784	11/24/17	Printer Copier Lease	86.10			1000 109 460449	320	101000
34302		3738	PAUL TUNKIS	715.14					
	102017	11/20/17	Door Repair	715.14			1000 131 420100	360	101000
34303		329	WOOD, WENDY	120.00					
	08/30/17		Court arraignments	20.00			1000 102 410360	390	101000
	08/31/17		Court arraignments	20.00			1000 102 410360	390	101000
	09/05/17		Court arraignments	20.00			1000 102 410360	390	101000
	09/27/17		Court arraignments	20.00			1000 102 410360	390	101000
	09/28/17		Court arraignments	20.00			1000 102 410360	390	101000
	11/03/17		Court arraignments	20.00			1000 102 410360	390	101000
34304		54	GATEWAY OFFICE SUPPLY	91.13					
	38603	11/21/17	Dog License Labels	40.00			1000 154 440640	220	101000
	38361	11/02/17	Labels	39.35			2300 132 420160	220	101000
	38601	11/20/17	Office Supplies	11.78			2300 132 420160	220	101000
34305		22	ALL SERVICE TIRE & ALIGNMENT,	1,224.00					
	53499	11/10/17	Winter Tires	612.00*			5510 142 420730	232	101000
	53499	11/10/17	Winter Tires	612.00			1000 141 420400	232	101000
34306		2299	RIVER BEND THREADS	30.00					
	580	11/14/17	Reserve Clothing	30.00			1000 141 420402	148	101000
34307		3739	FIRE APPARATUS REPAIR, LLC	800.00					
	4489	11/10/17	E1 Maintenance	800.00*			4100 141 420460	940	101000
34308		34	MOUNTAIN AIR SPORTS	40.00					
	17194	11/07/17	Reserve Uniform	40.00			1000 141 420402	148	101000
34309		23	CARQUEST AUTO PARTS	43.97					
	1912395706	11/15/17	Station Supplies	45.47*			5510 142 420730	220	101000
	192395708	11/15/17	Station Supplies	-1.50*			5510 142 420730	220	101000
34310		2662	BOUND TREE MEDICAL, LLC	396.47					
	82686022	11/14/17	Patient supplies	396.47			5510 142 420730	235	101000

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13:31:25

CITY OF LIVINGSTON  
Claim Approval List  
For the Accounting Period: 11/17

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Report ID: AP100

Operating Cash  
\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
34311	040	11/07/17	255 PARK COUNTY HEALTH DEPT Flu Immunizations	150.00 150.00*			5510 142 420730	220	101000
34312	1558111994	11/12/17	2437 O'REILLY AUTOMOTIVE, INC Diesel Exhaust Fluid	50.00 50.00*			5510 142 420730	232	101000
34313	8236002	11/18/17	2595 TOWN & COUNTRY FOODS - Cleaning supplies	7.49 7.49*			5510 142 420730	220	101000
34314	17-1570	11/13/17	89 BUDGET AUTO GLASS Windshield Replacement	325.00 325.00*			5510 142 420730	232	101000
34315	IN1177112	11/13/17	2604 MUNICIPAL EMERGENCY SERVICES Name Tag For Turnouts	69.64 69.64			1000 141 420400	220	101000
34316	30762	10/26/17	3455 INDUSTRIAL COMM & ELEC OF Position Screens/Checked Audio	188.00 188.00			2300 132 420160	360	101000
34317	7514	11/17/17	3237 WHISTLER TOWING, LLC Tow ATV	125.00 125.00			1000 131 420100	350	101000
34318	2814	11/15/17	3378 AMERICAN AUTOMOTIVE Service Breaks	164.88 60.88			1000 131 420100	231	101000
	2814	11/15/17	Service Breaks	104.00			1000 131 420100	360	101000
34319	16055	11/15/17	3237 WHISTLER TOWING, LLC Tow 2001 Chevy Malibu	75.00 75.00			1000 131 420100	350	101000
34320	53558	11/20/17	22 ALL SERVICE TIRE & ALIGNMENT, Oil Change	41.00 41.00			1000 131 420100	360	101000
34321	1708155	09/30/17	55 LIVINGSTON HEALTH CARE-MEMORIAL Patient Supplies	408.00 408.00			1000 131 420100	350	101000
34322	5002	11/20/17	705 HRDC Over Payment on Account 5002	104.66 104.66			5410 343041		101000
34323	0709935-1	11/08/17	151 NORTHWESTERN ENERGY 33% 414 E. Callender St.	2,130.68 2,122.15			1000 121 411230	341	101000
	0709868-4	11/13/17	33% 414 E. Callender St.	8.53			1000 121 411230	341	101000



11/29/17  
13:31:25

CITY OF LIVINGSTON  
Claim Approval List  
For the Accounting Period: 11/17

Page: 10  
Report ID: AP100

Operating Cash  
\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
34324		3727 AAA CLEANING, LLC 11-2017 11/30/17 Cleaning - November		240.00 240.00			1000 121 411230	360	101000
34326		3449 LEAF 7743535 09/21/17 Kyocera Copier		27.60 27.60			2300 132 420160	320	101000
34327		3477 CITY OF LIVINGSTON 17-18 11/27/17 Post Office Mail 17-18 05/16/17 Driver Record Fee TK17-0152 17-18 10/25/17 Driver Record Fee TK17-0434 17-18 10/06/17 Driver Record Fee TK17-0501		47.75 13.75 13.00 8.00 13.00			1000 123 411700 1000 123 411700 1000 123 411700 1000 123 411700	211 211 211 211	101000 101000 101000 101000
34328		682 CENTRON SERVICES 3069 10/26/17 Parking Ticket collections		40.02 40.02			1000 351033		101000
34329		162 CENTURYLINK 0149 11/16/17 Civic Center		98.94 98.94			1000 109 460449	343	101000
34330		146 LIVINGSTON ENTERPRISE 140155 10/27/17 PH- 317 South G 140154 10/27/17 PH - Printing For Less 140153 10/27/17 PH - 2410 Park St. 140069 10/27/17 URA Meeting 140157 10/30/17 PW Session Traffic Study 140156 10/30/17 PH - 217 South G 140240 11/03/17 Info About Drinking Water 140239 11/03/17 Ordinance No. 2066 140377 11/09/17 Layne Klompfen 317 South G 140376 11/09/17 James Revoir 209 South D 140451 11/10/17 Applic. for Air Quality Permit 140452 11/13/17 URA Meeting 140494 11/15/17 Skate Park Comm. Meeting		723.00 42.00 39.00 39.00 55.00* 60.50* 42.00 180.00* 82.50 24.00 24.00 93.00 18.00* 24.00			1000 101 410130 1000 101 410130 1000 101 410130 2310 470300 2500 151 430210 1000 101 410130 5210 502 430510 1000 101 410130 1000 101 410130 1000 101 410130 1000 101 410130 1000 101 410130 2300 470300 2700 460430	331 331 331 331 331 331 331 331 331 331 331 331 331 250	101000 101000 101000 101000 101000 101000 101000 101000 101000 101000 101000 101000 101000 102006
		# of Claims	94	Total: 1016,367.76					

**Backup material for agenda item:**

C. CONSENT - Pledged Securities Report 2nd Qtr FY 2018

**DEPOSITORY BONDS AND SECURITIES**  
**September 30, 2017**

	<u>MATURITY</u>	<u>CUSIP NO.</u>	<u>TOTAL AMOUNT PLEGGED</u>
<b>FIRST INTERSTATE BANK</b>			
All Accounts			
Federal Deposit Insurance Corporation			\$ 250,000.00
FNNT	1/24/2020	3136G1B24	<u>2,000,000.00</u>
<b>TOTAL - First Interstate Bank</b>			<u><u>\$ 2,250,000.00</u></u>
<b>OPPORTUNITY BANK</b>			
All Accounts			
Federal Deposit Insurance Corporation			\$ 250,000.00
Chester TWP NJ Board of Education	3/1/2033	166042BP5	<u>460,000.00</u>
<b>TOTAL - Opportunity Bank</b>			<u><u>\$ 710,000.00</u></u>

**PLEDGED SECURITIES AND CASH IN BANK**

As of  
September 30, 2017

**First Interstate Bank**

---

	<u>Total</u>
Cash & CD's on Deposit	\$ 3,371,347.09
FDIC Coverage	250,000.00
Amount Remaining	<u>3,121,347.09</u>
Pledges required @ 50%	1,560,673.55
Actual Amount of Pledges	2,000,000.00
Over (Under) Pledged	<u><u>\$ 439,326.46</u></u>

**PLEDGED SECURITIES AND CASH IN BANK**  
**As of**  
**September 30, 2017**

**Opportunity Bank of Montana**

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	<u>Total</u>
Cash & CD's on Deposit	\$ 960,527.41
FDIC Coverage	250,000.00
Amount Remaining	<u>710,527.41</u>
Pledges required @ 50%	355,263.71
Actual Amount of Pledges	460,000.00
Over (Under) Pledged	<u><u>\$ 104,736.30</u></u>

**Backup material for agenda item:**

- A. RESOLUTION NO. 4764 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN AN INFORMAL SETTLEMENT AGREEMENT WITH COMPLAINANT THROUGH THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) MONTANA DIVISION TO FINALIZE ADA TRANSITION PLAN.



Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution 4764, 05 Dec 2017

**Requested by:** Michael J. Kardoes, City Manager

**Date of First Consideration/Status:** First Consideration/Approval to Sign Informal Settlement Agreement

**Purpose of Legislation:** Authorize the City Manager to sign an Informal Settlement Agreement with a complainant and the Federal Highway Administration.

**Statutory Authority/Reference:** Formal Contract

**Background:** On 31 July 2017 a formal complaint was filed against the City that alleged discrimination by failing to comply with the Americans with Disability Act by failing to provide or maintain accessible sidewalks. The Federal Highway Administration offered an Informal Settlement Agreement in lieu of legal action.

**Staff Recommendation:** The City Manager recommends the signing of the Informal Settlement Agreement.

**Fiscal Impact:**

There is no direct fiscal impact from the Informal Settlement Agreement. All stipulations can be accomplished using City Staff and materials.

**Regulatory Impact (local):** N/A

**Attachments:**

Federal Highway Administration Informal Settlement Agreement

**RESOLUTION NO. 4764**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN INFORMAL SETTLEMENT AGREEMENT WITH COMPLAINANT THROUGH THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) MONTANA DIVISION TO FINALIZE ADA TRANSITION PLAN.**

WHEREAS, the City of Livingston, Montana is a local governmental unit of the State of Montana charged with providing and maintaining roads within the City of Livingston; and

WHEREAS, the Complainant initiated a complaint of discrimination filed on July 31, 2017, alleging the City is violating the ADA by failing to provide or maintain accessible sidewalks; and

WHEREAS, the Informal Settlement Agreement attached hereto and incorporated herein as Exhibit A sets forth the terms and conditions for the City of Livingston and the Complainant to finalize the ADA Transition Plan by December 31, 2018 to include designation of the ADA Coordinator, include the inventory curb ramps and sidewalks, and clarify the grievance process;

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Livingston, Montana, as follows:

That the City Manager is hereby authorized to enter into an Informal Settlement Agreement with the claimant, attached hereto as Exhibit A.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this \_\_\_\_\_ day of December, 2017.

\_\_\_\_\_  
JAMES BENNETT - Chairman

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
LISA HARRELD  
Recording Secretary

\_\_\_\_\_  
JAY PORTEEN  
City Attorney

Resolution No. 4764  
Signing Agreement with complainant through FHWA to finalize the ADA transition plan.



**INFORMAL SETTLEMENT AGREEMENT  
(ADA/Section 504 Complaints)**

FEDERAL HIGHWAY ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION

Hillary Schmidt  
Complainant

Case Number: DOT# 2017-0330

City of Livingston, MT  
Respondent

INFORMAL SETTLEMENT AGREEMENT

IT IS HEREBY AGREED by and between (NAME) hereinafter referred to as the complainant, and the City of Livingston, MT, herein after referred to as the respondent as follows:

Section One: Purpose

This agreement is made between the parties for the complete and final settlement of their claims, differences, and actions with respect to the matters described below.

Section Two: Description of Allegation

The complainant initiated the complaint of discrimination by a complaint filed on July 31, 2017. The complainant alleges that the City is violating the ADA by failing to provide or maintain accessible sidewalks. The complainant alleges that the public sidewalks in the city of Livingston, MT, have extremely limited to no accessibility for disabled individuals. She indicated that there is a lack of ramps on curbs at pedestrian crossings, as well as ramp dilapidation, sidewalk degradation and utter lack of sidewalk maintenance. The complainant indicated that these issues are in the downtown area.

Section Three: Terms of Settlement

The complainant and the respondent concur in this agreement without any finding of discrimination having been determined. The parties agree to the following, which will resolve and settle all claims and issues arising from the above-mentioned allegation:

1. Respondent will finalize ADA Transition Plan by December 31, 2018. This will include designation of the ADA Coordinator, include the inventory curb ramps and sidewalks, and clarify grievance process. The ADA Transition Plan will include public comment period and allow for input from the public. The ADA Transition Plan will also include a timeframe for correcting deficiencies. Documents will be posted to the City’s web site and copies delivered to the complainant and FHWA Montana Division. The complainant agrees to review and provide comments through the year.
2. Respondent will provide annual updates by December 31, 2018, and each December 31

through 2022. Updates will be posted to the City’s web site and a copy delivered to the complainant and FHWA Montana Division. The updates will include a report on improvements made during the current construction season and priorities for the next year. The ADA Transition Plan will document the frequency of updates after 2022.

- 3. Respondent will provide ADA training to relevant staff. FHWA Montana Division volunteers to provide an initial training component. This training should be initiated in 2018. The ADA Transition Plan will layout ongoing training for employees.
  - 4. Respondent will provide ADA information to the public regarding accessibility and responsibilities regarding sidewalks. For example, the City of Helena includes public information for residents in their water bills.
  - 5. Respondent will coordinate annual ADA public meetings with citizens and include Montana Independent Living Project, Inc or another advocacy group. These meetings will occur annually for through 2022.
- A. The parties agree that this settlement shall not constitute an admission of discrimination or violation of any provision of law on the part of the respondent.
  - B. It is understood that if the respondent fails to fulfill or rescinds any provision of this agreement, the complainant, upon written request, shall be entitled to reinstate the matter for further processing from the point processing ceased.
  - C. It is understood that if the complainant fails to comply with the responsibilities under the terms of the agreement, the agreement may be terminated and any subsequent complaint based on the same issues will be rejected or cancelled.
  - D. The parties agree that this agreement constitutes the sole and complete understanding between them. No other promises or agreements shall be binding unless signed by the parties and made a part of this agreement.
  - E. The parties agree that this settlement shall become effective on the date that the last signatory signs this agreement.

\_\_\_\_\_  
Complainant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Respondent

\_\_\_\_\_  
Date

**Backup material for agenda item:**

- B. RESOLUTION NO. 4765 - A RESOLUTION ACCEPTING THE PIPELINE LICENSE NO. 602, 054 BETWEEN THE CITY OF LIVINGTON MONTANA RAIL LINK, INC. FOR THE CONSTRUCTION AND MAINTENANCE OF A PIPELINE FOR CARRYING POTABLE WATER.



Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution 4765, 05 Dec 2017

**Requested by:** Michael J. Kardoes, City Manager

**Date of First Consideration/Status:** First Consideration/Approval to Sign License

**Purpose of Legislation:** Authorize the City Manager to sign the License Agreement with Montana Rail Link giving access to maintain a City water main.

**Statutory Authority/Reference:** Budget Authority

**Background:** The City annexed a water main in the Glenn Addition in December of 2004. However, the license agreement that allowed access to MRL property for maintenance remained in private control. This license agreement transfers that license to the City in order to have proper access for maintenance activities.

**Staff Recommendation:** The City Manager recommends the signing of the license agreement.

**Fiscal Impact:**  
\$25 annually

**Regulatory Impact (local):** N/A

**Attachments:**  
Resolution 3561, original water main annexation  
MRL License Agreement  
Map of referenced location.

**RESOLUTION NO. 4765****A RESOLUTION ACCEPTING THE PIPELINE LICENSE NO. 602,054 BETWEEN THE CITY OF LIVINGSTON AND MONTANA RAIL LINK, INC. FOR THE CONSTRUCTION AND MAINTENANCE OF A PIPELINE FOR CARRYING POTABLE WATER.**

\_\_\_\_\_

**WHEREAS**, the City of Livingston desires a non-exclusive license to construct and maintain a pipeline, six inches in diameter, across or along the rail corridor of Montana Rail Link, Inc. at or near the station of Livingston, Montana, Mile Pose 0+4368, Survey Station 43+68, as shown on the attached plat (attached hereto as Exhibit "A"); and

**WHEREAS**, Montana Rail Link, Inc. has agreed to license the above described premises to the City of Livingston, subject to the terms, conditions and limitations contained in Pipeline License No 602,054; and

**WHEREAS**, Montana Rail Link, Inc. leases a system of rail tracks and various real properties associated therewith from BNSF Railway Company, including the above described premises. BNSF Railway Company consents to Pipeline License No. 602,054 between the City of Livingston and Montana Rail Link, Inc.; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Commission of the City of Livingston, Montana, as follows:

On the City of Livingston's behalf, the City Manager is hereby authorized to enter into Pipeline License No. 602,054 with Montana Rail Link, Inc., which document is attached hereto and incorporated herein as Exhibit B.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this \_\_\_\_\_ day of December, 2017.

\_\_\_\_\_  
**JAMES BENNETT - Chairman**

**Resolution No. 4765**  
**Accepting Pipeline License No. 602,054 between City of Livingston and Montana Rail Link, Inc.**

**ATTEST:**

**APPROVED AS TO FORM:**

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**LISA HARRELD**  
**Recording Secretary**

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**JAY PORTEEN**  
**City Attorney**

**Resolution No. 4765**  
**Accepting Pipeline License No. 602,054 between City of Livingston and Montana Rail Link,**  
**Inc.**

**THIS LICENSE** ("License"), made as of the 20<sup>th</sup> day of December, 2004 ("Effective Date") by and between **MONTANA RAIL LINK, INC.**, a Montana corporation ("Licensor"), whose mailing address is PO Box 16624, Missoula, MT 59808-6624 and physical address is 101 International Way, Missoula, MT 59808, and

whose address is City of Livingston ("Licensee"),  
Attn. Public Works Clerk  
330 Bennett  
Livingston, MT 59047

### RECITALS

**A.** Licensor is in the railroad transportation business and leases a system of rail tracks ("Licensor's Track(s)") and various real properties associated therewith from BNSF Railway Company, a Delaware corporation ("BNSF"), pursuant to that certain Master Agreement between Licensor and BNSF dated July 21, 1987 ("Master Lease"), including the Premises described below which Licensee desires to license from Licensor.

**B.** Licensor has agreed to license to Licensee the Premises, subject to the terms, conditions and limitations provided herein.

### AGREEMENTS

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree to the following:

#### GENERAL

1. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "Drawings and Specifications"), one (1) Pipeline(s), six (6) inches in diameter inside a ~~unavailable inch~~ ~~unavailable~~ casing ("PIPELINE"), across or along the rail corridor of Licensor at or near the station of Livingston, County of Park, State of Montana, Mile Post 0+4368, Survey Station 43+68, as shown on the attached plat, dated November 2, 2017, attached hereto as Exhibit "A" and made a part hereof ("Premises").
2. Licensee shall not disturb any improvements of Licensor or BNSF or interfere with the use of such improvements. Licensee shall not disturb Licensor's or BNSF's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use of such improvements.
3. Licensee shall use the Premises solely for construction and maintenance of a PIPELINE in accordance with the Drawings and Specifications carrying potable water. Licensee shall not use the PIPELINE to carry any other commodity or use the Premises for any other purpose.

Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the PIPELINE on Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in such compliance. Should Licensee not comply fully with the above-stated obligations of this Section, notwithstanding anything contained in any other provision hereof, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee. Upon termination, Licensee shall remove the PIPELINE and restore Licensor's property as herein elsewhere provided.

4. In case of the eviction of Licensee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Licensor or BNSF of the affected rail corridor, Licensor and BNSF shall not be liable to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or for any damage Licensee sustains in connection therewith.

5. Any contractors or subcontractors performing work on the PIPELINE or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
6. This License is subject and subordinate to the Master Lease. BNSF hereby agrees by its signature below to recognize Licensee's rights under this License, if, prior to the termination of this License, or to the expiration of the term of this License, the term of the Master Lease expires, the Master Lease is terminated or BNSF reenters and repossesses the Premises after a default by Licensor under the Master Lease. If BNSF succeeds to the rights of Licensor as the "Licensor" under this License, Licensee agrees that (i) BNSF shall not be liable or responsible for any breach of or default under this License arising prior to the date that BNSF succeeds to the rights of Licensee as the "Licensor" under this License; (ii) BNSF shall not be required to cure or correct any breach or default under this License arising prior to the date that BNSF succeeds to the rights of Licensor as the "Licensor" under this License; and (iii) no breach of or default under this License arising prior to the date that BNSF succeeds to the rights of Licensor as the "Licensor" under this License shall excuse, delay, release or relieve Licensee from the payment and performance of all of Licensee's duties and obligations under this License. The preceding sentence is not intended and shall not be construed to affect any rights or remedies of Licensee against Licensor arising or resulting from a breach of or default under this License by Licensor prior to the date that BNSF succeeds to the rights of Licensor as the "Licensor" under this License. If BNSF succeeds to the rights of Licensor as the "Licensor" under this License, Licensee agrees to recognize BNSF as the "Licensor" under this License and timely tender payment and performance of Licensee's duties and obligations under this License to BNSF as if BNSF were named as "Licensor" in this License.

### **COMPENSATION**

7. (a) Licensee shall pay Licensor, annually in advance for this License the sum of Twenty Five Dollars (\$25.00) as compensation for the use of the Premises.
- (b) Licensor reserves the right to review the rental rate of this License. Licensor may make any necessary adjustments to the rate based on Licensor's standard rate review policies in effect at the time of the review. Licensor will provide Licensee written notice of any adjustment, within thirty (30) days of the review. Specifying a rental rate on a monthly, quarterly or annual basis and payment thereof in advance does not imply nor will it serve to convert the License to a definite term.
- (c) Licensee agrees to reimburse Licensor (within thirty (30) days after receipt of bills therefor) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the PIPELINE, including but not limited to the furnishing of Licensor's Flagman and any vehicle rental costs incurred. The cost of flagger services provided by the Licensor, when deemed necessary by Licensor's representative, will be borne by the Licensee. The flagging rate in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of flagging pursuant to this paragraph.
- (d) All invoices are due thirty (30) days after the date of invoice. In the event that Licensee shall fail to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from thirty (30) days after its invoice date to the date of payment by Licensee at an annual rate equal to (i) the greater of (a) for the period January 1 through June 30, the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2 1/2%), and for the period July 1 through December 31, the prime rate last published in *The Wall Street Journal* in the preceding June plus two and one-half percent (2 1/2%), or (b) twelve percent (12%), or (ii) the maximum rate permitted by law, whichever is less.

### **COMPLIANCE WITH LAWS**

8. (a) Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("Legal Requirements") relating to the construction, maintenance, and use of the PIPELINE and the use of the Premises.
- (b) Prior to entering the Premises, Licensee shall and shall cause its contractor to comply with all Licensor's applicable safety rules and regulations.



## **DEFINITION OF COST AND EXPENSE**

9. For the purpose of this License, “cost” or “costs” “expense” or “expenses” includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.

## **RIGHT OF LICENSOR TO USE**

10. Licensor and BNSF except and reserve the right, to be exercised by Licensor and BNSF and any other parties who may obtain written permission or authority from Licensor or BNSF:
- (a) to maintain, renew, use, operate, change, modify and relocate any existing pipe, power, communication lines and appurtenances and other facilities or structures of like character upon, over, under or across the Premises;
  - (b) to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; or
  - (c) to use the Premises in any manner as the Licensor or BNSF in each party's respective sole discretion deems appropriate, provided Licensor and BNSF use all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in Section 3 above.

## **LICENSEE'S OPERATIONS**

11. (a) Licensee shall notify Licensor's Roadmaster at the number shown on Exhibit "A" at least five (5) business days prior to installation of the PIPELINE and prior to entering the Premises for any subsequent maintenance thereon.
- (b) In performing the work described in Section 3, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
12. (a) Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to be a source of danger to or interference with the existence or use of present or future tracks, roadbed or property of Licensor and BNSF, or the safe operation and activities of Licensor and BNSF. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor and BNSF have no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- (b) Licensee shall, at its sole cost and expense construct and maintain the PIPELINE in such a manner and of such material that it will not at any time be a source of danger to or interference with the existence or use of present or future tracks, roadbed or property of Licensor or BNSF, or the safe operation and activities of Licensor and BNSF. Licensor may direct one of its field engineers to observe or inspect the construction and/or maintenance of the PIPELINE at any time for compliance with the Drawings and Specifications. If ordered at any time to halt construction or maintenance of the PIPELINE by Licensor's personnel due to non-compliance with the same or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor and BNSF have no duty or obligation to observe or inspect, or to halt work on, the PIPELINE, it being solely Licensee's responsibility to ensure that the PIPELINE is constructed in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise nor the failure by Licensor to exercise any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this Section, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety

of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, upon receipt of an invoice for the same. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

13. During the construction and any subsequent maintenance performed on the PIPELINE, Licensee shall perform such work in a manner to preclude damage to the property of Licensor and BNSF, and preclude interference with the operation of the railroad. The construction of the PIPELINE shall be completed within one (1) year of the Effective Date. Upon completion of the construction of the PIPELINE and after performing any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to their former state as of the Effective Date of this License.
14. If at any time during the term of this License, Licensor or BNSF shall desire the use of the rail corridor in such a manner as would, in Licensor's or BNSF's reasonable opinion, be interfered with by the PIPELINE, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor or BNSF to such effect, make such changes in the PIPELINE as in the sole discretion of Licensor or BNSF, as applicable, as may be necessary to avoid interference with the proposed use of the rail corridor, including, without limitation, the relocation of the existing or the construction of a new PIPELINE(s).
15.
  - (a) Prior to Licensee conducting any boring work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, the Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Upon Licensee's written request, which shall be made thirty (30) business days in advance of Licensee's requested construction of the PIPELINE, Licensor will provide Licensee any information that Licensor has in the possession of its Engineering Department concerning the existence and approximate location of Licensor's underground utilities and pipelines at or near the vicinity of the proposed PIPELINE. Prior to conducting any such boring work, the Licensee will review all such material. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions and Licensee's operations will be subject at all times to the liability provisions herein.
  - (b) For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation will need to be performed by the Licensee and reviewed by Licensor and BNSF prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's and BNSF's reasonable opinion that granular material is present, Licensor and BNSF may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's and BNSF's review and approval, in its sole discretion a remedial plan to deal with the granular material. Once Licensor and BNSF have approved any such remedial plan in writing, Licensee shall, at its sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
16. Any open hole, boring or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
  - (a) filled in to surrounding ground level with compacted bentonite grout; or
  - (b) otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.
17. Upon termination of this License, Licensee shall, at its sole cost and expense:
  - (a) remove all of its equipment from the Premises;
  - (b) remove the PIPELINE and all appurtenances thereto, or, at the sole discretion of the Licensor and BNSF, fill and cap or otherwise appropriately decommission the PIPELINE with a method satisfactory to Licensor and BNSF;

- (c) report and restore any damage to the Premises arising from, growing out of, or connected with Licensee's use of the Premises;
  - (d) remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
  - (e) leave the Premises in the condition which existed as of the Effective Date of this License.
18. Licensee's on-site supervisions shall retain/maintain a fully executed copy of this License at all times while on the Premises.

#### LIABILITY

19. (a) **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL AND SHALL CAUSE ITS CONTRACTOR TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR, BNSF, BURLINGTON NORTHERN SANTA FE LLC AND EACH OF THE AFOREMENTIONED PARTIES' AFFILIATED COMPANIES, AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):**
- (i) **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
  - (ii) **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
  - (iii) **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
  - (iv) **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED BY LICENSEE, OR**
  - (v) **ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,**
- EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH LICENSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES (1) TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE OR (2) WHOLLY CAUSED BY THE SOLE NEGLIGENCE OF AN INDEMNITEE.**
- (b) **FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 19(a), LICENSEE SHALL AND SHALL CAUSE ITS CONTRACTOR TO NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS WHETHER BASED ON THE STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT AN INDEMNITEE IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE PIPELINE FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS. LICENSEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. LICENSEE FURTHER AGREES THAT THE USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL NOT IN ANY WAY SUBJECT LICENSOR OR BNSF TO CLAIMS THAT LICENSOR OR BNSF IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS. IN NO EVENT SHALL LICENSOR OR BNSF BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**

- (c) **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE FURTHER AGREES, [AND SHALL CAUSE ITS CONTRACTOR TO AGREE] REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, TO INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF LICENSEE OR ANY OF ITS AGENTS, INVITEES, OR CONTRACTORS CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE OR OTHERWISE. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE BOILER INSPECTION ACT, THE OCCUPATIONAL HEALTH AND SAFETY ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- (d) Upon written notice from any Indemnatee, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against such Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless such Indemnatee. Licensee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

### **PERSONAL PROPERTY WAIVER**

- 20. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

### **INSURANCE**

21. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:
- A. Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000. Coverage must be purchased on a post 1998 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
- ◆ Bodily Injury and Property Damage.
  - ◆ Personal Injury and Advertising Injury.
  - ◆ Fire legal liability.
  - ◆ Products and completed operations.
- This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:
- ◆ The employee and workers compensation related exclusions in the above policy shall not apply with respect to claims related to railroad employees.
  - ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
  - ◆ Any exclusions related to the explosion, collapse and underground hazards shall be removed.
- No other endorsements limiting coverage may be included on the policy.
- B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
- ◆ Bodily injury and property damage
  - ◆ Any and all vehicles owned, used or hired
- C. Workers Compensation and Employers Liability Insurance. This insurance shall include coverage for, but not limited to:
- ◆ Licensee's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
  - ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

- D. Railroad Protective Liability Insurance. This insurance shall name only the Licensor and BNSF as the Insureds with separate coverage limits for Licensor and BNSF, each in an amount not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the PIPELINE. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the PIPELINE is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:
- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93).
  - ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
  - ◆ Endorsed to include Evacuation Expense Coverage Endorsement.
  - ◆ No other endorsements restricting coverage may be added.
  - ◆ The original policy must be provided to the Licensor prior to performing any work or services under this License.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Licensee agrees to waive its right of recovery against Licensor and BNSF for all claims and suits against Licensor and BNSF. In addition, its insurers, through policy endorsement, waive their right of subrogation against Licensor and BNSF for all claims and suits. The certificate of insurance must reflect waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor and BNSF for loss of its owned or leased property or property under its care, custody or control.

Licensee's insurance policies through policy endorsement must include wording which states that the policy shall be primary and non-contributing with respect to any insurance carried by any Indemnitee. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation, Licensee's Pollution Legal Liability and if applicable, Railroad Protective) shall include a severability of interest endorsement and shall name Licensor and BNSF as additional insureds with respect to work performed under this License. Severability of interest and naming Licensor and BNSF as additional insureds shall be indicated on the certificate of insurance.

Licensee is not allowed to self-insure without the prior written consent of Licensor and BNSF. If granted by Licensor and BNSF, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor and BNSF liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a deductible, self-insured retention, or other financial responsibility for claims.

Prior to commencing any work, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving Licensor or BNSF arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.

Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, Licensor and BNSF may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor and BNSF as additional insureds, and shall require that the subcontractor shall release, defend and indemnify Licensor and BNSF to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor and BNSF herein.

Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor and BNSF shall not be limited by the amount of the required insurance coverage.

For purposes of this section, BNSF shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

## **ENVIRONMENTAL**

22. (a) Licensee shall strictly comply with all federal, state and local environmental laws and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA (collectively referred to as the "Environmental Laws"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- (b) Licensee shall give Licensor immediate notice to Licensor's Manager of Environmental Projects at (406) 523-1415 and to BNSF's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises and to Licensor's Manager of Environmental Projects at (406) 523-1415, Licensor's Real Estate Department, promptly, in writing, and to BNSF's Manager Environmental Leases at (785) 435-2386 for any violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on or from the Premises. Licensee also shall give Licensor's Manager of Environmental Projects, Licensor's Real Estate Department, promptly, in writing, and BNSF's Manager Environmental Leases immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation and shall provide to Lessor's Manager of Environmental Projects, Licensor's Real Estate Department, and BNSF's Manager Environmental Leases copies of all reports and/or data regarding any investigations or remediations of the Premises.
- (c) In the event that Licensor and/or BNSF have notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the PIPELINE which occurred or may occur during the term of this License, Licensor and BNSF may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- (d) Licensee shall promptly report to Licensor and BNSF in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor and BNSF shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's and/or BNSF's request for information regarding said conditions or activities.

**ALTERATIONS**

23. Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's and BNSF's prior written consent.

**NO WARRANTIES**

24. **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**QUIET ENJOYMENT**

25. **LICENSOR DOES NOT WARRANT ITS LICENSE INTEREST IN OR BNSF'S TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

**DEFAULT**

26. (a) If default shall be made in any of the covenants or agreements of Licensee contained in this document, or in case of any assignment or transfer of this License by operation of law, Licensor or BNSF may, at their option, terminate this License by serving five (5) days' notice in writing upon Licensee. Any waiver by Licensor or BNSF of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's or BNSF's ability to enforce any Section of this License. The remedy set forth in this Section 26 shall be in addition to, and not in limitation of, any other remedies that Licensor or BNSF may have at law or in equity.
- (b) In the event of a default by Licensee, Licensor shall be allowed to recover one hundred percent (100%) of its costs or outstanding amounts owed, including any amount received by a collection agency in connection with pursuing any unpaid portion of rent or other amounts due under this License on Licensor's behalf.

**LIENS AND CHARGES**

27. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this Section 27 or any other Section of this License. Licensee shall pay when due any taxes, assessments or other charges (collectively, "Taxes") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

**TERMINATION**

28. This License may be terminated by Licensor or BNSF, at any time, by serving thirty (30) days' written notice of termination upon Licensee. This License may be terminated by Licensee upon execution of Licensor's Mutual Termination Letter Agreement then in effect. Upon expiration of the time specified in such notice, this License and all rights of Licensee shall absolutely cease.
29. If Licensee fails to surrender to Licensor the Premises, upon any termination of this License, all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered. Termination shall not release Licensee from any liability or obligation, whether of indemnity or otherwise, resulting from any events happening prior to the date of termination.

**ASSIGNMENT**

30. Neither Licensee, nor the heirs, legal representatives, successors, or assigns of Licensee, nor any subsequent assignee, shall assign or transfer this License or any interest herein, without the prior written consent and approval of Licensor and BNSF, which may be withheld in Licensor's and BNSF's sole discretion.

### **NOTICES**

31. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor, at the address shown above.

If to Licensee, at the address shown above.

If to BNSF:       BNSF Railway Company  
                       Jones Lange LaSalle Brokerage, Inc., Its Attorney in Fact  
                       4200 Buckingham Road, Suite 110  
                       Ft. Worth, TX 76155

### **SURVIVAL**

32. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the PIPELINE and improvements are removed and the Premises are restored to its condition as of the Effective Date.

### **RECORDATION**

33. It is understood and agreed that this License shall not be placed on public record.

### **APPLICABLE LAW**

34. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Montana without regard to conflicts of law provisions.

### **SEVERABILITY**

35. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

### **INTEGRATION**

36. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor or BNSF harmless in any prior written agreement between the parties.

### **MISCELLANEOUS**

37. In the event that Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.



38. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.

**IN WITNESS WHEREOF**, this License has been duly executed, in duplicate, by the parties hereto as of the day and year first above written.

**LICENSOR**

**Montana Rail Link, Inc.**, a Montana corporation

By: \_\_\_\_\_  
Joe Genti, Manager Real Estate Administration

**LICENSEE**

**City of Livingston**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

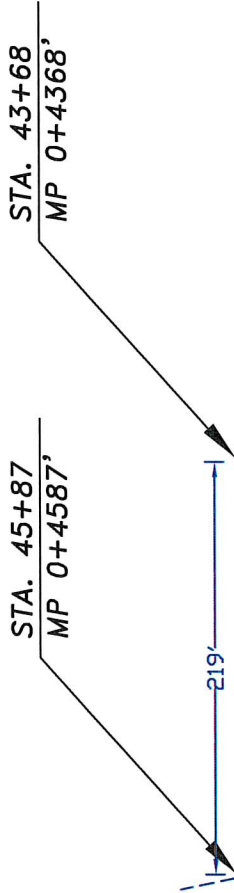
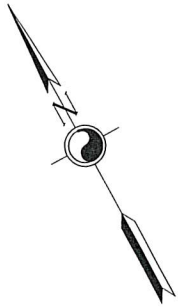
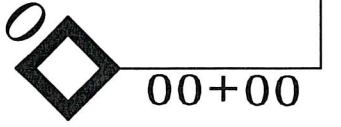
BNSF's execution in the space provided below evidences BNSF's consent to this License. This License is not valid and shall have no force and effect without BNSF's signature.

**BNSF**

**BNSF Railway Company**

Jones Lange LaSalle Brokerage, Inc., Its Attorney in Fact  
4200 Buckingham Road, Suite 110  
Ft. Worth, TX 76155

By: \_\_\_\_\_  
Shane Krueger, Vice President



TO END OF TRACK

TO MAIN

MAIN

ORIG. TRACK LOCATION

EXISTING UNDERGROUND PIPELINE  
NO PIPELINE DATA AVAILABLE

HIGHWAY EASEMENT

WALNUT ST.

OAK ST.

# EXHIBIT "A"



**Montana Rail Link**

ENGINEERING DEPARTMENT

PLAT SHOWING EXISTING UNDERGROUND PIPELINE ENCROACHMENT AND CROSSING

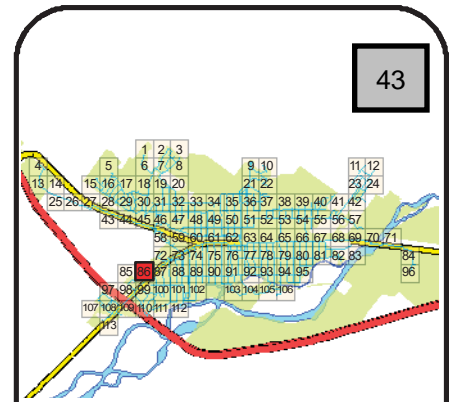
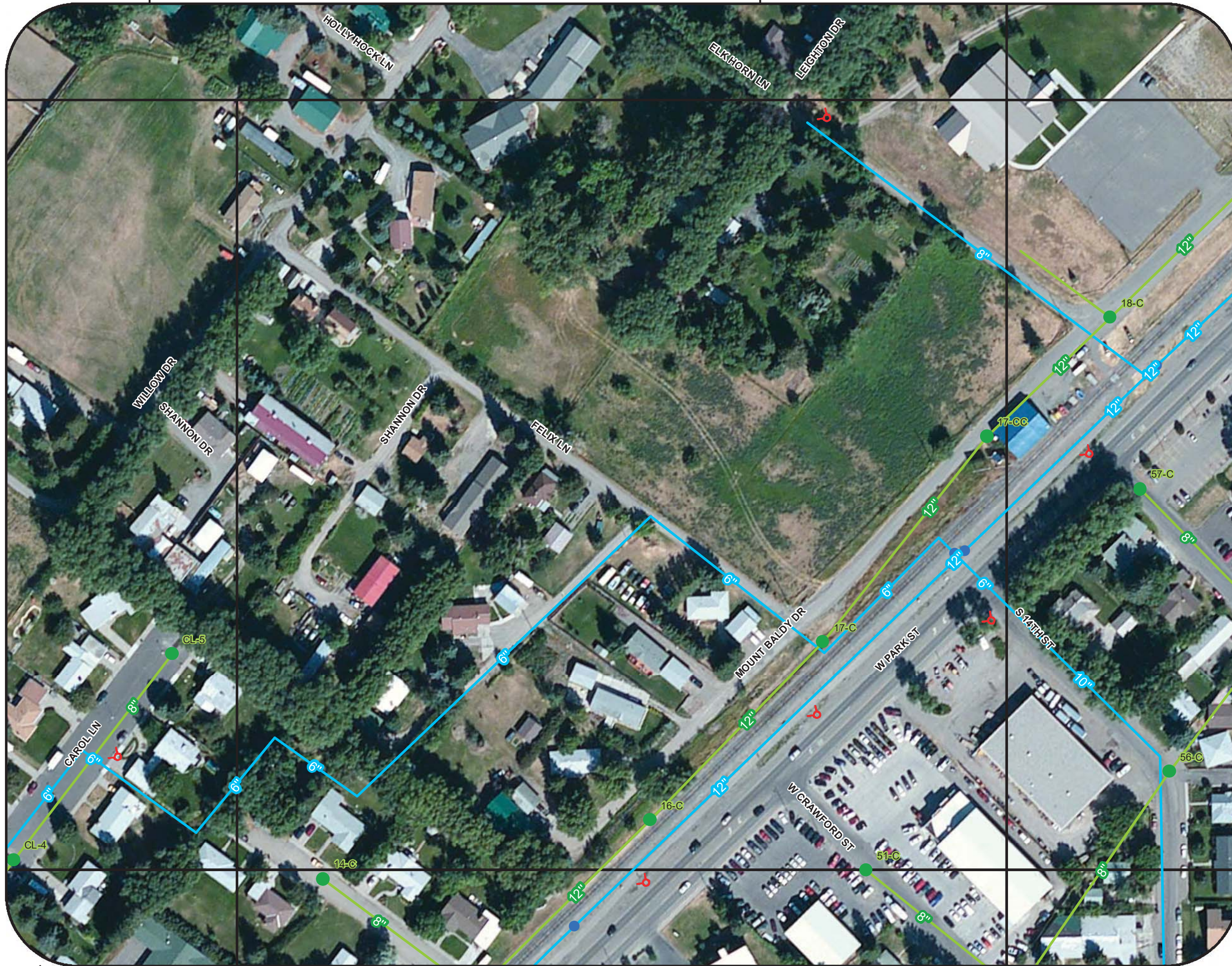
FOR: THE CITY OF LIVINGSTON

LIVINGSTON MISSOULA MONTANA  
CITY COUNTY STATE

RY-TIMBER SPUR  
SUBDIVISION

NOVEMBER 2, 2017 MPO-CITY OF LIVINGSTON  
DATE FILE

42



Notes

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- Water Mains
- Storm Drain Mains
- Sewer Mains
- Sewer Manholes
- Sewer Lift Stations
- ⊗ Fire Hydrants
- Water Valves
- Water Reservoirs
- + Abandoned Well
- + Active Well
- Storm Drain Outlet
- ⊗ Storm Drain Manholes
- ⊕ Storm Drain Inlets



GO BEYOND YELLOWSTONE

This map is for informational purposes only and not for legal, engineering or surveying purposes. The City of Livingston assumes no legal responsibility for this information and shall not be liable for any claims or damages arising out of the use of this information. Date: 10/18/2017 Author: SJAY

**Backup material for agenda item:**

- C. RESOLUTION NO. 4766 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH MONTANA DEPARTMENT OF TRANSPORTATION (MDT) FOR TRANSPORTATION ALTERNATIVES PROGRAM PROJECT FUNDING AND MAINTENANCE AGREEMENT.



Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution 4766, 05 Dec 2017

**Requested by:** Michael J. Kardoes, City Manager

**Date of First Consideration/Status:** First Consideration/Approval to Sign Contract

**Purpose of Legislation:** Authorize the City Manager to sign the Funding and Maintenance Agreement with the Montana Department of Transportation for the O-Street Connector project.

**Statutory Authority/Reference:** Budget Authority

**Background:** The City was awarded Montana Transportation Alternative funds to complete the O-Street Connector Trail by the Department of Transportation. The State will design, advertise for bid and let and award the project.

**Staff Recommendation:** The City Manager recommends the signing of the license agreement.

**Fiscal Impact:**

The City will be billed in advance for its local matching funds and associated indirect costs. Separate billings will be made for the projects other phases.

Estimate of Total Cost to the City : \$39,379

Funding Source: Transportation Impact Fees

**Regulatory Impact (local):** N/A

**Attachments:**

Montana Transportation Alternatives Program Project Funding and Maintenance Agreement

**RESOLUTION NO. 4766**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH MONTANA DEPARTMENT OF TRANSPORTATION (MDT) FOR TRANSPORTATION ALTERNATIVES PROGRAM PROJECT FUNDING AND MAINTENANCE AGREEMENT.**

WHEREAS, the City of Livingston, Montana is a local governmental unit of the State of Montana, and the Montana Transportation Alternatives Program is a program of the Montana Department of Transportation; and

WHEREAS, the City was successful in obtaining Montana Transportation Alternative (TA) funds to develop and construct a shared-use path, sidewalks, and street crossings in Livingston through TA project, UPN 9459000, titled O ST-BENNETT ST CONNECTOR-LIV (“Project”); and

WHEREAS, the estimated cost of the Project’s development of this agreement will be financed by the State using TA funds and matching funds provided by the City;

WHEREAS, The State will design, advertise for bid and let and award the Project to construct shared-use paths, sidewalks, and street crossings;, along Park Street from O Street eastward to connect with the existing shared-use path near Veteran’s Bridge, and along O Street between Callender Street and Park Street;

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Livingston, Montana, as follows:

That the City Manager is hereby authorized to enter into the Montana Transportation Alternatives Program Project Funding and Maintenance Agreement attached hereto as Exhibit A.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this \_\_\_\_\_ day of December, 2017.

\_\_\_\_\_  
JAMES BENNETT - Chairman

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
LISA HARRELD  
Recording Secretary

\_\_\_\_\_  
JAY PORTEEN  
City Attorney

MONTANA TRANSPORTATION ALTERNATIVES PROGRAM  
PROJECT FUNDING AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Montana, acting by and through its Department of Transportation, P.O. Box 201001, Helena MT 59620-1001, hereinafter called "MDT" or the "State", and the City of Livingston, hereinafter called the "City" together referred to as "the Parties".

WHEREAS, the City was successful in obtaining Montana Transportation Alternative (TA) funds to develop and construct a shared-use path, sidewalks, and street crossings in Livingston through TA project, UPN 9459000, titled O ST-BENNETT ST CONNECTOR-LIV (hereinafter the "Project"); and,

WHEREAS, the estimated cost of the Project's development as noted in Table 1 of this agreement will be financed by the State using TA funds and matching funds provided by the City; and,

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree that:

1. The State will design, advertise for bid and let and award the Project to construct shared-use paths, sidewalks, and street crossings. The Project shall be located in Livingston along Park Street (N-11) from O Street eastward to connect with the existing shared-use path near Veteran's Bridge, and along O Street between Callender Street and Park Street.

2. The City contact for Project related questions shall be:

Matthew Whitman  
Project Manager  
330 Bennett Street  
Livingston, MT 59047  
406-223-8268  
mwhitman@livingstonmontana.org

3. The State Contact for Project related questions shall be:

Dave Holien  
Montana Department of Transportation  
2701 Prospect Avenue  
PO Box 201001  
Helena, MT 59620-1001  
406-444-6118  
dholien@mt.gov

4. Section 17-1-106. MCA requires any state agency, including MDT that receives non-general funds to identify and recover its indirect costs. These costs are in addition to direct Project costs. MDT's indirect

cost rate is determined annually as a percentage of the Project's direct costs to cover the Project's share of MDT's indirect costs as defined by 2 CFR Part 200, Appendix VII. MDT's current indirect cost rate is 10.96% for fiscal year 2018 (July 1, 2017 to June 30, 2018).

For the Project, MDT billings to the City will include a charge for the indirect costs at the current fiscal year indirect cost rate, which amount will be applied toward the total Project contribution of the City. If this Project extends across more than one fiscal year, more than one annual rate will be involved, as the rates may change during the life of the Project.

5. The City will be billed in advance for its local matching funds and associated indirect costs. Separate billings will be made for the Project's preliminary engineering phase and the subsequent construction/construction engineering phase. The billing for the PE phase will be sent within 30 days of this Agreement being signed. The billing for the CN/CE phase will be sent no more than sixty (60) days prior to the Project bid opening. The billing amount for CN/CE will be updated with the most current cost estimates at time of billing.

6. If, after initial payment is made for the CN/CE phases, bid opening or contract award by the State is delayed or postponed by 30 days or more, or canceled for any reason, the State agrees to refund the City's initial payment within 30 days upon the City's request.

7. The City will submit payment to the State within thirty (30) days of billing. Payments to this Project will be provided to the State in the form of a check to be credited to the Project. The payment(s) should be sent to MDT's Administration Division at:

Montana Department of Transportation  
Attention: Collections  
2701 Prospect Avenue  
P.O. Box 201001  
Helena, MT 59620-1001

8. The Parties understand that it is possible that the estimated cost of the Project may be exceeded once the Project has begun. For the PE and CE phases, the State agrees to cover cost overruns using TA funds provided the City agrees to pay the 13.42% local matching share and associated indirect costs for the overruns. For the CN phase, the State agrees to award the Project using TA funds provided the lowest responsive bid does not exceed the allowable overrun percentage listed in Table 2. The City agrees to pay the requisite 13.42% local matching share and associated indirect costs up to the allowable overrun percentage. The State will contact the City if the lowest responsive bid exceeds the allowable overrun percentage listed in Table 2 to determine a funding solution agreeable to both Parties. If both Parties agree to recommend awarding the contract, MDT will fund the overrun using TA funds and the City agrees to pay the additional 13.42% local matching funds and the associated indirect costs for the overruns.

If both Parties don't agree to fund the overrun, the State will recommend the Commission not award the Project. The State will work with the City to identify scope changes to bring the Project into a



fundable level and re-advertised for letting. If scope changes cannot be agreed to by both Parties, then the Project may either be re-advertised and both Parties agree to fully fund it in accordance with this agreement or the Project may be withdrawn and the City agrees to reimburse the State for all TA funds expended to date.

The State's Project Manager will inform the City's point of contact beforehand, and as early as possible, of anything that appears will result in a cost increase, and will discuss the need for any possible additional costs, alternative designs, or a reduction in the Project's scope with the City and will consider the City's comments and concerns for that additional cost or alteration in scope or design. None of this will prevent, delay, or excuse the City from paying for any additional costs deemed necessary by State.

9. If payment is not made within that thirty (30) day period, interest on the unpaid amount will accrue at the rate of 10% per year, and continue to accrue until paid in full. If the City is billed for additional funds, MDT will not participate in any future funding agreement with the City until full payment, including interest, is received from the City.

10. Upon completion of the Project by the State and its contractor, the City, at its sole expense, agrees that it will service, maintain, repair and pay the cost of operating the Project described in this agreement. The City agrees that it is responsible to service, maintain, repair and operate the Project to ensure that it does not negatively impact the operation of the sidewalk and shared-use path or the safety of the traveling public. In the event that all or part of the Project becomes unsafe for use, the City agrees to restrict access to the affected area until the condition has been repaired.

If the City fails to service, maintain, repair and pay the cost of operating this Project as described in this agreement, the State, in its sole discretion, may service, maintain, repair and operate the Project and bill the City for such service, maintenance and operation, and the City agrees to pay the State its costs. Service, maintenance, repair and operation costs are subject to indirect cost recovery as per Section 17-1-106. MCA.

For the purposes of this agreement, "maintenance of a sidewalk and shared-use path" is defined as: grinding or milling down sidewalk displacements; surface patching; crack sealing; sweeping; cleaning; washing; replacing small portions of damaged sidewalk and/or path; removal of snow and ice; repair of chipped, fractured, or broken surface from any cause including but not limited to frost heaving, landscaping, tree roots, or permitted encroachments; removal of debris and other obstructions or impediments to safe pedestrian travel; and any and all other normally accepted maintenance practices.

11. Storm Water Management – If the project is anticipated to disturb one acre or more, then the following applies.

(1) Construction Storm Water General Permit.

(a) Upon completion of all physical work associated with construction activity, the parties will inspect the temporary erosion and sediment control measures and devices as part of the Department's final inspection with the Department's contractor. The

Department will provide the City with the Storm Water Pollution Prevention Plan (SWPPP) package for the City's review. Within ten (10) days of receiving the package, the City will provide the Department with an itemized list of any outstanding records or deficiencies associated with the SWPPP. Upon the Department's and City's approval of site conditions and contractor records, the Department will provide the City a Permit Transfer Notification (PTN) form. The City will return the signed PTN form to the Department within ten (10) business days. The Department will forward the completed PTN form and transfer fees to the Montana Department of Environmental Quality (DEQ).

(b) Once DEQ transfers the Construction Storm Water General Permit Authorization, the City will inspect, maintain, and revise the Best Management Practice devices (BMPs) in accordance with DEQ permit requirements until final stabilization is met and permit coverage is terminated.

(c) The City agrees to pay annual fees associated with permit coverage until termination.

12. The City agrees that it will defend, protect, indemnify, and hold the State, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgements (include the cost of defense and reasonable attorney fees) arising in favor of or asserted by the City's employees or third parties on account of damage to property, bodily or personal injury, or death arising out of any services performed, act or omission that in any way results from the acts or omissions of the City, or their agents, or subcontractors, under this Agreement, except the negligence of the State under this Agreement.

The State agrees that it will protect, defend, indemnify, and hold the City, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgements (include the cost of defense and reasonable attorney fees) arising in favor of or asserted by the State's employees or third parties on account of damage to property, bodily or personal injury, or death arising out of any services performed, act or omission that in any way results from the acts or omissions of the State, or their agents, or subcontractors, under this Agreement, except the negligence of the City under this Agreement.

13. The City grants to the Legislative Auditor and the Legislative Fiscal Analysts the right, without prior notice and during normal business hours, to audit, at their own costs and expense, all records, reports, and other documents, the City maintains in connection with this Agreement.

14. Choice of Law and Venue – In the event of litigation concerning this Agreement, venue will only be in District Court of the First Judicial District of the State of Montana in and for the County of Lewis and Clark. This Agreement will be interpreted according to Montana law.

15. Insurance – The City shall maintain for the duration of the Agreement at their cost and expense insurance against claims for injuries to persons or damages to property which may arise from or in connection with any act or omission by the City and their agents, employees, representative, assigns or subcontractors. This insurance shall cover such claims as may be caused by any intentional or negligent act or omission.

a) Commercial General Liability Insurance: The City shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage as set forth below, to cover such claims as may be caused by any act, omission, or negligence of the City or their officers, agents, representatives, assigns, or subcontractors. Commercial General Liability insurance covering all operations under the Agreement shall have coverage substantially similar to the standard ISO Commercial General Liability Insurance policy, the limits shall be:

Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Excess/Umbrella Liability Insurance	\$2,000,000.00

Any party classified as a governmental entity may meet the insurance requirements of this Agreement through self-insurance or risk sharing pool coverage which meets Montana statutory tort limits. Proof of self-insurance or risk sharing pool coverage must be provided to MDT before commencement of the Agreement activities. The City must notify the State immediately of any change in insurance coverage during the term of this Agreement, and must meet the limits for private insurance shown above should self-insurance or risk sharing pool coverage be discontinued.

b) Additional insured status: The State, MDT, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds arising out of the activities performed by or on behalf of the City, including the insured's general supervision of any Contractor; products, and completed operations; premises owned, leased, occupied or used.

c) Certificates of Insurance: Insurance is to be placed with an insurer with a Best's rating of no less than A-. The Best's rating requirement does not apply to any governmental entity self-insurance or risk-sharing pool insurance coverage. The City must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, changes in status of policy, etc. The State reserves the right to require complete copies of insurance policies at any time.

16. Agreement Modification – Any change to this Agreement will only be by written agreement between the Parties.

17. Severability and Integration – If any single part or parts of this Agreement are determined to be void, the remaining parts will remain valid and operative. This Agreement, as written, expresses the total, final and only agreement of the parties relevant to its subject matter. No provision, expressed or implied, arising from any prior oral or written request, bid, inquiry, negotiation, contract, or any other form of communications shall be a provision of this Agreement unless specifically provided within the written terms herein.

18. Termination – The Parties may mutually terminate this Agreement in writing at any time prior to the award of the construction contract . MDT, at its sole discretion, may terminate or reduce the scope of this Agreement if available funding is reduced for any reason. Should the City decide to terminate the Project, the City will be responsible for the reimbursement of the TA funds expended to date. MDT may terminate this Agreement in whole or in part at any time if the City fails to perform the Agreement as set forth. If MDT terminates this Agreement due to the City’s failure to perform, the City will be responsible for the reimbursement of the TA funds expended to date.

19. Compliance with Laws - The City shall, at all times during the performance of its obligations of this Contract strictly adhere to all applicable local, state and federal laws and regulations, including but not limited to: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1972, the Education Amendments of 1972, the Age Discrimination Act of 1975, the Americans With Disabilities Act, including Title II, Subtitle A, 24 U.S.C. Sec. 12101, et seq., all rules and regulations applicable to these laws prohibiting discrimination based upon actual or perceived race, color, national origin, ancestry, religion, creed, sex, age, marital or familial status, physical or mental disability, sexual orientation, gender identity or expression and handicap and with Exhibit A, attached hereto and incorporated by reference.

Non-Discrimination – The City will require that during the performance of any work arising out of this Agreement the City, for itself, assignees, and successors shall comply with all applicable non-discrimination regulations, as set forth in Attachment “A” attached hereto and made part of this Agreement.

Additionally, MDT requires that any construction resulting from this Agreement must include appropriate pedestrian facilities that meet or exceed current MDT standards for accessibility as set forth in the U.S. Architectural & Transportation Barrier Board, Americans with Disabilities Act Accessibility Guidelines (ADAAG) and MDT’s detailed drawings, 608 series.

**TABLE 1**  
**TRANSPORTATION ALTERNATIVES PROJECT COST ESTIMATE**  
**UPN 9459 O ST-BENNETT ST CONNECTOR-LIV**  
**OCTOBER 2017**

<b>Project Phases</b>	<b>Total Project Cost</b>	<b>TA Funds 86.58%</b>	<b>City Funds 13.42%</b>	<b>Other Funds</b>
Preliminary Engineering (PE)	\$ 52,890	\$ 45,792	\$ 7,098	\$ -0-
Utility Relocations (IC)	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Right-of-Way (ROW)	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Construction (CN)	\$ 176,298	\$ 152,639	\$ 23,659	\$ -0-
Construction Engineering (CE)	\$ 35,260	\$ 30,528	\$ 4,732	\$ -0-
Other (OT)	\$ -0-	\$ -0-	\$ -0-	\$ -0-
<b>Subtotal</b>	<b>\$ 264,448</b>	<b>\$ 228,959</b>	<b>\$ 35,489</b>	<b>\$ -0-</b>
<b>IDC</b>	<b>\$28,984</b>	<b>\$25,094</b>	<b>\$3,890</b>	<b>\$ -0-</b>
<b>Grand Total</b>	<b>\$293,432</b>	<b>\$254,053</b>	<b>\$39,379</b>	<b>\$ -0-</b>

The above costs are estimates. Additional project costs will be covered in the same manner as above. The IDC rate for FY 2018 (July 1, 2016 - June 30, 2018) is 10.96%.

**TABLE 2**  
**MDT GUIDELINES FOR AWARDING CONSTRUCTION CONTRACTS**

(Used to determine allowable overrun cost participation based on construction bid award amount)

<b>LOWEST RESPONSIVE BID</b>	<b>ALLOWABLE OVERRUN %</b>
UNDER \$50,000	30%
\$50,000 - \$200,000	25%
\$200,000 - \$500,000	20%
\$500,000 - \$2,000,000	15%
OVER \$2,000,000	10%

IN WITNESS WHEREOF, the Department's authorized representative has signed on behalf of the State of Montana, and the Manager of the City of Livingston has signed and affixed hereto the seal of the City.

**STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION**

BY \_\_\_\_\_, 2017

MT Dept. of Transportation

APPROVED FOR LEGAL CONTENT



MDT Legal Counsel

APPROVED FOR CIVIL RIGHTS



**CITY OF LIVINGSTON**

CITY MANAGER

By \_\_\_\_\_

I, \_\_\_\_\_, Livingston City Clerk, hereby certify that this agreement was regularly adopted by the City Commission at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that the Commission authorized the City Manager to sign this agreement on behalf of the City.

[Official Seal]

**EXHIBIT A  
MDT NONDISCRIMINATION  
AND  
DISABILITY ACCOMMODATION NOTICE**

Montana Department of Transportation ("MDT") is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter "protected classes") by its employees or anyone with whom MDT does business:

**Federal protected classes**

Race, color, national origin, sex, sexual orientation, gender identity, age, disability, & Limited English Proficiency

**State protected classes**

Race, color, national origin, parental/marital status, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, religion/creed, social origin or condition, genetic information, sex, sexual orientation, gender identification or expression, national origin, ancestry, age, disability mental or physical, political or religious affiliations or ideas, military service or veteran status

For the duration of this contract/agreement, the PARTY agrees as follows:

**(1) Compliance with Regulations:** The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**(2) Non-discrimination:**

- a. The PARTY, regarding the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
  - i. Statement that PARTY does not discriminate on the grounds of any protected classes.
  - ii. Statement that PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).

- iii. Contact information for PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
- iv. Information on how to request information in alternative accessible formats.
- c. In accordance with Mont. Code Ann. § 49-3-207, PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that PARTY does not discriminate on the grounds of any protected class.

**(3) Participation by Disadvantaged Business Enterprises (DBEs):**

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at [mdt.mt.gov/business/contracting/civil/dbe.shtml](http://mdt.mt.gov/business/contracting/civil/dbe.shtml)
- b. By signing this agreement the PARTY assures that:

*The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor 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.*

- c. PARTY must include the above assurance in each contract/agreement the PARTY enters.

**(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

**(5) Information and Reports:** The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**(6) Sanctions for Noncompliance:** In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:



- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

**(7) Pertinent Non-Discrimination Authorities:**

During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

*Federal*

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

*State*

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

**(8) Incorporation of Provisions:** The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

**Backup material for agenda item:**

- D. RESOLUTION NO. 4767 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING CITY MANAGER TO SIGN AMENDED USE AGREEMENT WITH LIVINGSTON YOUTH SOCCER ASSOCIATION.



Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution 4767, 05 Dec 2017

**Requested by:** Michael J. Kardoes, City Manager

**Date of First Consideration/Status:** First Consideration/Approval to Sign Amendment to Use Agreement

**Purpose of Legislation:** Authorize the City Manager to sign the Amendment to the Use Agreement with LYSA concerning the Soccer Complex.

**Statutory Authority/Reference:** Formal Contract

**Background:** The City and LYSA have jointly amended the Use Agreement for the Soccer Complex to reflect operational changes that have occurred over the time since its adoption by Resolution 3753 on 19 June 2006. Additionally, changes have been made to accommodate the use of the fieldhouse by LYSA after a formal lease has been signed.

**Staff Recommendation:** The City Manager recommends the signing of the Amended Use Agreement.

**Fiscal Impact:**

There is no fiscal impact to this amendment.

**Regulatory Impact (local):** N/A

**Attachments:**

Resolution 3753, Original LYSA Use Agreement  
Proposed Use Agreement Ammendment

**RESOLUTION NO. 4767**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING CITY MANAGER TO SIGN AMENDED USE AGREEMENT WITH LIVINGSTON YOUTH SOCCER ASSOCIATION.**

**WHEREAS**, the City of Livingston, by Resolution No. 3753 in June 2006 (attached hereto as Exhibit A), entered into a Use Agreement with the Livingston Youth Soccer Association (LYSA) for the Northside Park and Soccer Complex; and

**WHEREAS**, both the City of Livingston and LYSA believe the original Use Agreement should be amended to better define the roles and responsibilities of the City of Livingston and LYSA; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Commission of the City of Livingston, Montana, as follows:

On the City of Livingston’s behalf, the City Manager is hereby authorized to enter into the Amended Use Agreement with LYSA, which document is attached hereto and incorporated herein as Exhibit B.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
**JAMES BENNETT - Chairman**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**LISA HARRELD**  
Recording Secretary

\_\_\_\_\_  
**JAY PORTEEN**  
City Attorney

**Resolution No. 4767**  
**Signing amended Use Agreement with LYSA**

**RESOLUTION NO. 3753****A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING CITY MANAGER TO SIGN USE AGREEMENT WITH LIVINGSTON YOUTH SOCCER ASSOCIATION.**

**WHEREAS**, the City of Livingston, Montana, by Resolution No. 3712 entered into a development agreement with the Livingston Youth Soccer Association (LYSA) for the Northside Park and Soccer Complex; and

**WHEREAS**, under said agreement the Livingston Youth Soccer Association, in partnership with the City of Livingston, is undertaking the development of approximately 19 acres of undeveloped city owned land into four soccer fields, open space, park amenities, and a building housing concessions, restrooms and maintenance at the estimated cost of \$1,529,426.00; and

**WHEREAS**, the City by Resolution No. 3716 applied for a Water Conservation Fund Assistance Grant to assist in the development thereof; and

**WHEREAS**, the City, in recognizes LYSA's commitment and efforts to develop the park and soccer complex; and

**WHEREAS**, through this partnership with shared common goals, the City believes that it is in the best interest of the community to continue to cooperate with LYSA in the management and maintenance of said facility through the Use Agreement for the Northside Park and Soccer Complex attached hereto as Exhibit A which is incorporated by this reference as though fully set forth herein.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Commission of the City of Livingston, Montana, as follows:

That the City Manager is hereby authorized to enter into the Use Agreement for the Northside Park and Soccer Complex with the Livingston Youth Soccer Association.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this 19<sup>th</sup> day of June, 2006.

  
\_\_\_\_\_  
**STEVE CALDWELL - Chairman**

**Resolution No. 3753**

**Approving Use Agreement for the Northside Park and Soccer Complex with the Livingston Youth Soccer Association.**

**Page 1**

**ATTEST:**

*Pam Pampayovich*

**PAMPAYOVICH**  
**Recording Secretary**

**APPROVED AS TO FORM:**

*Bruce E. Becker*

**BRUCE E. BECKER**  
**City Attorney**

**Resolution No. 3753**

**Approving Use Agreement for the Northside Park and Soccer Complex with the Livingston Youth Soccer Association.**

**Page 2**

## USE AGREEMENT FOR NORTHSIDE PARK AND SOCCER COMPLEX

USE AGREEMENT made and entered into on 19<sup>th</sup> day of June, 2006, by and between the City of Livingston, a Montana municipal corporation and a political subdivision of the State of Montana, with its principal office located at 414 E. Callender St., Livingston, MT 59047, hereinafter referred to as "City", and the Livingston Youth Soccer Association, a Montana public benefit corporation with members, with its principal address at P.O. Box 556, Livingston, MT 59047, hereinafter referred to as "LYSA".

## RECITALS

WHEREAS the City owns a certain premises known as Northside Park and Soccer Complex, portions of which are suitable for playing soccer games and other activities and events compatible with wide-open space;

WHEREAS, the LYSA has promoted, developed, and maintained Northside Park and Soccer Complex, which will complement community and neighborhood needs for multi-use park facilities through the open space concept of park development with a focus on soccer;

WHEREAS, the conception, construction, and some maintenance of Northside Park and Soccer Complex has been funded to a large extent through private donations, the majority of which have come from the efforts of the soccer community of players, parents, and supporters;

WHEREAS, the LYSA cooperates and shares common goals with the Parks and Recreation Department of the City of Livingston, and sponsors recreational and competitive soccer programs for more than 700 players annually;

WHEREAS, Northside Park and Soccer Complex will serve as the "home" of soccer in Park County, including the site of LYSA's fall season of recreational play, the site of spring Livingston Raiders Soccer Club competitive youth soccer, and the future site of soccer practice and competition for both junior varsity and varsity boys' and girls' soccer teams from Park County School District No. 4; and

WHEREAS, the City believes that it is in the best interests of the community to continue to support LYSA's efforts with respect to Northside Park and Soccer Complex and desire to cooperate with LYSA in managing and maintaining Northside Park and Soccer Complex as provided herein, consistent with the Park's development and use as a multi-use soccer complex.



NOW THEREFORE, the parties agree as follows:

1. **SCOPE:** This agreement shall relate to the scheduling and maintenance of the Northside Park and Soccer Complex. Northside Park and Soccer Complex shall at all times remain a public park available for public uses consistent with this agreement and City policies and regulations. All development and operation of the Park will comply with all applicable provisions of the Development Agreement previously entered into by City and LYSA, approved by Resolution 3712.
2. **TERM:** The term of this Agreement shall be for 20 calendar years commencing upon the date of its execution ("Anniversary Date") by the parties. This Agreement shall renew automatically for a like term upon the Anniversary Date unless terminated by one of the parties as specified herein.
3. **PREMISES:** The Premises covered by this Agreement shall include the Northside Park and Soccer Complex as shown in Exhibit "A" attached hereto and incorporated herein by this reference.
4. **LYSA's RIGHTS & DUTIES:** In addition to the other provisions of this agreement, LYSA shall have the following rights and duties:
  - 4.1 **Schedule:** During the term of this agreement, LYSA shall have the right to schedule the soccer fields and concession/support building located on the Soccer Complex utilizing the Operations Committee process described herein, and to exclude all use inconsistent with schedule uses.
  - 4.2 **Maintenance Responsibilities:** LYSA will at a minimum:
    - 4.2.1 Maintain the concession/support building, soccer goals, and Park signage and provide playing field layout and marking;
    - 4.2.2 Provide for playing field turf maintenance and cultural practices including the fertilization of the playing fields on the Soccer Complex and the application of turf grass weed control and turf maintenance cultural treatments thereon as necessary to maintain a healthy turf and make repairs thereto incidental to the playing of soccer;
    - 4.2.3 Provide for the mowing of the soccer playing fields, not otherwise provided for herein, as needed to maintain an acceptable playing height during scheduled soccer uses;

- 4.2.4 Clean up the premises, including playing fields, parking lots, and surrounding areas contiguous to the playing fields on a regular basis and deposit all litter into appropriate litter collection receptacles provided by the City; and
- 4.2.5 Clean the concession/support building restrooms as often as needed to provide clean, sanitary restrooms for public use as weather permits during usual Park operation hours.

Provided, however, that:

- 4.2.6 LYSA may contract with the City or a private contractor to perform any of its maintenance responsibilities or such additional maintenance activities that it should elect to undertake; and
  - 4.2.7 LYSA may utilize professional maintenance personnel with appropriate skills and equipment to perform necessary field maintenance work. LYSA members and volunteers may be used to perform functions that do not require specialized equipment, knowledge, or skill.
- 4.3 Utilities: LYSA shall be responsible for all utility costs associated with the Soccer Complex's soccer playing fields and concession/support building with the exception of water service costs and electrical service costs related to irrigation of Northside Park and Soccer Complex playing fields and sewer service costs for the concession/support building.
  - 4.4 Restroom Facilities: Until permanent facilities are available or when permanent facilities are inoperable, LYSA shall be responsible for the furnishing and placement of adequate portable toilet units in the Soccer Complex for the period of this Agreement. LYSA shall not be responsible for placement of portable toilet units during periods in which no organized activities or events are scheduled. Restrooms will be available to the general public as weather permits during usual Northside Park operation hours.
  - 4.5 Fees and Charges: With respect to uses of the Soccer Complex, LYSA may establish, at least on an annual basis, a rate schedule, and charge, subject to Section 5.9 of this Agreement:
    - 4.5.1 A special event fee for all approved special uses of the soccer fields and concession/support building including sports camps and schools, special sporting events, and other special events;
    - 4.5.2 A fee for each individual and/or each organization for each approved Use Permit applied for based on registration records for the most recent program period of that organization. Any such fee shall be equitably

applied, charged, and collected from all uses, groups, organizations, or entities, public or private; and

4.5.3. Reasonable fees for furnishing toilets, providing field layout, line painting, goals, nets, maintenance, and repair and related services and supplies for the organizations using the soccer playing fields or, in the alternative, require the organization using the soccer playing fields to supply same at the cost of the organization.

4.6 Improvements: LYSA shall have the sole right to improve the Soccer Complex in accordance with the Development Agreement as currently adopted or amended.

4.7 Concessions: LYSA shall be responsible for operation of any and all concessions in the Soccer Complex during LYSA uses and events. Concessions shall include all food and beverage items as well as any other products or goods to be sold or served during LYSA uses and events.

LYSA shall have the right to:

4.7.1. Assign its right to operate concessions to other groups, organizations, or entities;

4.7.2. Enter into long term agreements with vendors for concessions; and

4.7.3. Contract in whole or in part any concession services in the Soccer Complex or to operate concessions its own employees or members.

Provided, however, that:

4.7.4. Contracts or agreements entered into by LYSA for concessions shall be awarded through a Request For Proposal (RFP) process that:

4.7.4.1 Includes an advertised notice soliciting RFP's from interested vendors appearing at least one full week in the local paper with the highest circulation;

4.7.4.2. Is designed to solicit responses from multiple potential vendors; and

4.7.4.3. Is free from specifications, qualifications, or requirements that bias the process toward a specific vendor or in any way discriminates against any potential vendor on the basis of sex, marital status, age, physical or mental handicap, race, creed, religion, color, or national origin.

- 4.7.5 No contracts or Agreements entered into by LYSA shall in any way obligate the City under such contracts or Agreements;
  - 4.7.6. All Agreements and contracts shall be reviewed and approved as to form by the City Attorney.
  - 4.7.7 All concessions shall meet all applicable City health, fire, and building codes, including any signage associated therewith; and
  - 4.7.8. All concessions shall comply with all existing and/or future policies adopted by the City relating to the operation of concessions.
- 4.8 Naming: Subject to Section 5.8 of this Agreement, LYSA shall have the authority to establish naming and memorial contribution opportunities and to name and designate field spaces, buildings, and other structures and amenities on the Soccer Complex in recognition of charitable contributions.

Provided, however, that:

- 4.8.1. LYSA shall not name any feature after a corporation, organization, or product detrimental to the health and welfare of children including, but not limited to alcohol or tobacco products or producers, gaming organizations, or purveyors of pornography;
  - 4.8.2. LYSA shall be responsible for recognizing and maintaining those names and designations during the duration of this Agreement;
5. CITY'S RIGHTS AND DUTIES: In addition to the other provisions of this Agreement and those provided by law, City shall have the following rights and duties:
- 5.1. Maintenance Responsibilities: City will:
    - 5.1.1. Irrigate the Northside Park and Soccer Complex as necessary to maintain healthy playing surface turf;
    - 5.1.2. Mow all grasses and weed areas in the Northside Park public use areas during the growing season as needed consistent with historical maintenance practices;
    - 5.1.3. Control weed growth on Northside Park public use areas, including along fences, curb lines and walkways;

- 5.1.4. Maintain all City sewer lines, City water lines, and all underground electrical lines, electrical services, and asphalt entrances and adjacent streets;
- 5.1.5. Empty the dumpsters serving the Northside Park and Soccer Complex;
- 5.1.6. Turn on water lines and plumbing in the spring upon LYSA's request and drain and disconnect the same in the fall as appropriate to protect plumbing systems from damage that may be caused by freezing.
- 5.2. **Temporary Restroom Facilities:** City shall be responsible for the furnishing of and placement of adequate portable toilet units in the Northside Park during the period of any event or activity organized by City, until such time as the permanent restrooms in the Soccer Complex's concession/support building have been constructed and made operational.
- 5.3. **Utilities:** City shall be responsible for water and sewer service costs and electrical service costs associated with the irrigation of Northside Park and Soccer Complex and electrical service costs associated with Northside Park lighting and any other utility costs not LYSA's responsibility under paragraph 4.3 of this agreement.
- 5.4. **Cost Reimbursement:** Any expenses incurred by LYSA as a result of an event scheduled by City shall be reimbursed to LYSA as approved by the Operations Committee.
- 5.5. **Concessions:** City shall honor all contracts or agreements entered into by LYSA in relation to concessions in existence at the time notice of termination is provided in accordance herewith. City is under no obligation to honor any changes to such Agreements after the notice of termination.
- 5.6. **Right Of Entry/Inspection:** Nothing herein shall interfere with City's right to enter the Soccer Complex in order to inspect it for LYSA's compliance with this Agreement, perform maintenance activities, or for other purposes consistent with the operation of a public park and fulfilling its obligations hereunder.
- 5.7. **Special Events:** City shall use its Special Events Policy, as may be amended from time to time, to award special events permits for the use of Northside Park.
- 5.8. **Naming:** At the conclusion of this Agreement, City shall be responsible for recognizing and maintaining the names and designations of physical features in the Soccer Complex made by the LYSA in accordance with this Agreement for as long as the named or designated features remain in the Soccer Complex.

Provided, however, that:

The City Commission will review and approve or deny all Soccer Complex names and designations made subsequent to the execution of this Agreement as follows:

- 5.8.1. City staff shall be responsible for preparing all naming and designation proposals for City Commission review;
- 5.8.2. City Commission approval or denial shall be completed by resolution within 60 days of the receipt of a request for approval by LYSA or the request shall be deemed approved; and
- 5.8.3. The only basis for the City Commission to disapprove a requested Soccer Complex naming or designation shall be that it violates Section 4.8.1 of this Agreement.

5.9. Fees: The City Commission will review and approve or deny LYSA's proposed fee schedule, to be submitted by LYSA to City at least on an annual basis but not more than three times per year, made subsequent to the execution of this Agreement as follows:

- 5.9.1. City staff shall be responsible for preparing all fee schedule proposals for City Commission review;
- 5.9.2. City Commission approval or denial shall be completed by resolution within 60 days of the receipt of a request for approval by LYSA or the request shall be deemed approved; and
- 5.9.3. The only basis for the City Commission to disapprove a requested fee schedule shall be that the fee schedule bears no rational relationship to LYSA's annual expenses in performing its obligations under this Agreement.

6. OPERATIONS COMMITTEE: LYSA shall, upon execution of this agreement, form an Operations Committee.

6.1. Composition: The Operations Committee shall consist of all members of LYSA's Fields Committee, one representative designated by the Park County School District No. 4 Athletic Department, and one individual designated by the City of Livingston's Parks and Recreation department.

6.2 Duties: This Committee shall have the following duties:

- 6.2.1. Implement the Soccer Complex Use Priority Policy attached hereto as Exhibit "B" in scheduling park activities, leagues, and events;
  - 6.2.2. Periodically review the Soccer Complex Use Priority Policy and update it as necessary to implement the overall mission of the Soccer Complex while insuring continued priority of historical park uses;
  - 6.2.3. Develop, adopt, and implement a Soccer Complex Use Request review process for approval or rejection of these use requests consistent with the requirements set forth in this Agreement;
  - 6.2.4. Develop, adopt, implement, and periodically review LYSA policy regarding assessment of fees established by the LYSA in accordance with this Agreement;
  - 6.2.5. Plan, coordinate, organize, and layout fields to accommodate approved Soccer Complex uses; and
  - 6.2.6. Advise LYSA regarding desired improvements and changes to Soccer Complex maintenance in accordance with this Agreement.
- 6.3 This Committee may if necessary organize itself in such sub-committees as are necessary for the efficient conduct of business. This Committee shall report annually to LYSA.
7. **USE REQUESTS:** All requests for use of the Soccer Complex by any group or organization shall be submitted to the Operations Committee in writing for approval at least one month prior to the proposed event. Approval or disapproval of all proposed uses shall be the responsibility of the Operations Committee.
  8. **PROCEEDS:** The parties agree that all proceeds received by LYSA in any way arising out of the performance of its duties and responsibilities under this Agreement shall be retained by LYSA.
  9. **PUBLIC INPUT:** LYSA agrees to hold, at least on an annual basis, a public meeting to inform the public of the status of the Soccer Complex and to obtain public input regarding Soccer Complex use, operation, and maintenance. This meeting shall be held within close proximity of Northside Park and Soccer Complex.
  10. **NOTICE:** LYSA shall at all times maintain a mailing address, phone number, and designated agent accessible to the public and the City for resolution of issues relating to this Agreement and to receive notices associated therewith. LYSA shall notify the City with any changes in contact information prior to the effective date of that change.

11. **ASSIGNMENT:** This Agreement is not assignable by LYSA in whole or in part without the prior written approval of the City Manager for the City of Livingston.
12. **NON-DISCRIMINATION:** The parties agree and understand that the Northside Park and Soccer Complex shall not be used in any manner that would discriminate against any person or persons on the basis of sex, marital status, age, physical or mental handicap, race, creed, religion, color, or national origin.
13. **BREACH AND TERMINATION:** Upon written notice from one party to another asserting a breach of this Agreement, the parties agree to meet in a timely fashion to attempt curing the asserted breach. If the parties are unable to so cure an alleged breach, the parties agree to mediate the dispute prior to initiating any proceeding to terminate this Agreement based upon the alleged breach. Each party will be responsible for the payment of one-half of the mediator's costs. This paragraph shall not prevent the issuance of any other remedy at law or in equity.

Upon termination of this Agreement for any reason, LYSA shall remove any of its personal property from the Soccer Complex and leave all improvements made to the Soccer Complex under this Agreement or the Development Agreement as adopted, ordinary and reasonable wear and tear, damage by the elements, and damages for which City has been compensated excepted.

14. **ATTORNEY'S FEES AND COSTS:** In the event it becomes necessary for either party to retain an attorney to enforce any of the terms or conditions of this Agreement, each party shall be responsible for its own attorney's fees and costs, including those of in-house counsel.
15. **INDEMNIFICATION AND INSURANCE:** LYSA shall indemnify and hold City harmless against all actions and claims arising out of or resulting from LYSA's negligent acts or omissions pursuant to this Agreement or those of any sub-contractor, agent, or anyone directly or indirectly volunteering for or employed by LYSA.
  - 15.1. The LYSA shall also require that all organizations scheduled to use the Soccer Complex shall indemnify LYSA and City and hold them harmless from and against all claims, damages, losses, and expenses arising out of or resulting from their negligent acts or omissions or those of any sub-contractor, agent, or anyone directly or indirectly volunteering for or employed by them.
  - 15.2. LYSA shall require that each organization using the Soccer Complex to carry a comprehensive public liability insurance policy, insuring against loss and for damages for personal injury or death and/or property loss, damage, or destruction arising out of or in connection with the organization's use of the Soccer Complex, with the minimum liability limit of \$750,000.00 per claim and \$1,500,00.00 for each occurrence. (2-9-108 MCA). Each organization



shall provide LYSA a Certificate of Insurance made out to LYSA and City, and naming LYSA and City as additional parties insured. LYSA shall routinely provide a copy of said certificates to City.

18. AMENDMENTS AND MODIFICATION: The parties shall have the right to mutually renegotiate the terms and conditions of this Agreement on an annual basis upon either party's request. The parties hereby agree that any amendments or modifications to this Agreement or any provisions herein shall be made in writing and executed in the same manner as the original document and shall, after execution, become a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the City of Livingston, Montana this 19<sup>th</sup> day of June, 2006.

CITY:

CITY OF LIVINGSTON, a Montana municipal corporation.

By:   
Edwin R. Meece, City Manager

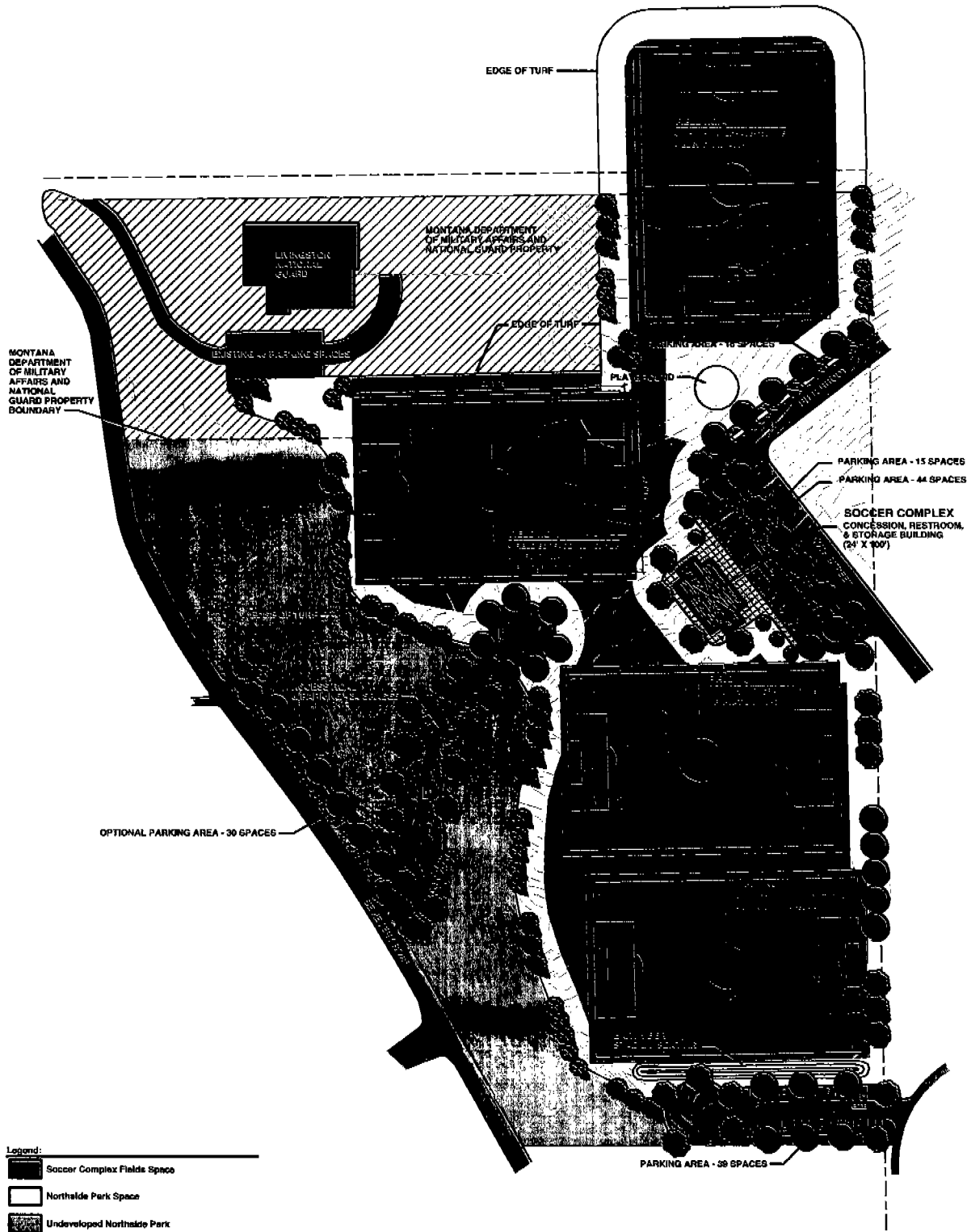
ATTEST:

By:   
Pam Payovich, Recording Secretary

LYSA:

LIVINGSTON YOUTH SOCCER ASSOCIATION, a Montana public benefit corporation with members.

By:   
Jeffrey R. Dickerson, LYSA Fields Chairperson



Northside Park & Soccer Complex  
 Livingston, Montana  
**MASTER PLAN**

June 14, 2006



**EXHIBIT A**

EXHIBIT "B"  
SOCCER COMPLEX USE PRIORITY POLICY

It is the desire of the Livingston Youth Soccer Association to promote multiple uses of the Soccer Complex. However, the LYSA recognizes that it will likely not be possible to accommodate all proposed Soccer Complex uses. As such, the LYSA sets forth the following use priorities that shall serve as a guideline in determining whether to approve a Soccer Complex use request.

1. Soccer games, leagues, training clinics and camps, and tournaments shall be given the highest priority of activities and events. Additionally, if a group or organization made application for use and was granted such use for the same season the preceding year, that group shall be given priority use to schedule a similar league; games, training, camps and tournaments.
2. In general, based on past use of the Soccer Complex, throughout the seasons the LYSA shall through its scheduling committee provide priority to soccer organizations listed below without significance to order of listing unless otherwise specifically stated;
  - a. Spring: Livingston Youth Soccer Association for spring soccer tournaments, Competitive soccer league, and soccer training clinics
  - b. Summer: Livingston Youth Soccer Association open soccer tournaments and soccer training camps.
  - c. Fall: Livingston Youth Soccer Association recreation soccer league and soccer tournaments, Park High soccer teams and MHSAs soccer tournaments.
  - d. Winter: Livingston Youth Soccer Association soccer training clinics and camps.
3. With the exception of School District # 4 in the fall, the use priorities shall apply to league and tournament games only and not to practice. The scheduling committee shall have the right to limit or exclude any groups or organizations from using the Soccer Complex for practice.
4. The scheduling committee reserves the right to scheduled special events that shall take priority over the normal priorities set forth above. LYSA through its scheduling committee shall notify the various groups and organizations of the special event and the unavailability of the Soccer Complex during that event.

USE AGREEMENT FOR NORTHSIDE PARK AND SOCCER COMPLEX  
Amendment 1 (December 2017)

USE AGREEMENT made and entered into on 2006, by and between the City of Livingston, a Montana municipal corporation and a political subdivision of the State of Montana, with its principal office located at 414 E. Callender St., Livingston, MT 59047, hereinafter referred to as "City", and the Livingston Youth Soccer Association, a Montana public benefit corporation with members, with its principal address at P.O. Box 556, Livingston, MT 59047, hereinafter referred to as "LYSA".

RECITALS

WHEREAS the City owns a certain premises known as Northside Park and Soccer Complex, portions of which are suitable for playing soccer games and other activities and events compatible with wide open space;

WHEREAS, the LYSA has promoted, developed, and maintained Northside Park and Soccer Complex, which will complement community and neighborhood needs for multi-use park facilities through the open space concept of park development with a focus on soccer;

WHEREAS, the conception, construction, and some maintenance of Northside Park and Soccer Complex has been funded to a large extent through private donations, the majority of which have come from the efforts of the soccer community of players, parents, and supporters;

WHEREAS, the LYSA cooperates and shares common goals with the Parks and Recreation Department of the City of Livingston, and sponsors recreational and competitive soccer programs for more than 700 players annually;

WHEREAS, Northside Park and Soccer Complex will serve as the "home" of soccer in Park County, including the site of LYSA's fall season of recreational play, the site of spring Livingston Raiders Soccer Club competitive youth soccer, and the future site of soccer practice and competition for both junior varsity and varsity boys' and girls' soccer teams from Park County School District No. 4; and

WHEREAS, the City believes that it is in the best interests of the community to continue to support LYSA's efforts with respect to Northside Park and Soccer Complex and desire to cooperate with LYSA in managing and maintaining Northside Park and Soccer Complex as provided herein, consistent with the Park's development and use as a multi-use soccer complex.

NOW THEREFORE, the parties agree as follows:

1. SCOPE: This agreement shall relate to the scheduling and maintenance of the Northside Park and Soccer Complex. Northside Park and Soccer Complex shall at all times remain a public park available for public uses consistent with this agreement and City policies and regulations. All development and operation of the Park will comply with all applicable provisions of the Development Agreement previously entered into by City and LYSA, approved by Resolution 3712.
2. TERM: The term of this Agreement shall be for 20 calendar years commencing upon the date of its execution ("Anniversary Date") by the parties. This Agreement shall renew automatically for a **like** term upon the Anniversary Date unless terminated by one of the parties as specified herein.
3. PREMISES: The Premises covered by this Agreement shall include the Northside Park and Soccer Complex as shown in Exhibit "A" attached hereto and incorporated herein by this reference.
4. LYSA's RIGHTS & DUTIES: In addition to the other provisions of this agreement, LYSA shall have the following rights and duties:
  - 4.1 Schedule: During the term of this agreement, LYSA shall have the right to schedule the use of the soccer fields and the fieldhouse located on the Soccer Complex, and to exclude all use inconsistent with schedule uses.
  - 4.2 Maintenance Responsibilities: LYSA will at a minimum:
    - 4.2.1 Maintain the fieldhouse, soccer goals, and Park signage and provide playing field layout and marking;
    - 4.2.2 Provide for playing field turf maintenance and cultural practices including the fertilization of the playing fields on the Soccer Complex and the application of turf grass weed control and turf maintenance cultural treatments thereon as necessary to maintain a healthy turf and make repairs thereto incidental to the playing of soccer;
    - 4.2.3 Provide for the maintenance of the irrigation system for the playing fields on the Soccer Complex.
    - 4.2.4 Provide for the mowing of the soccer playing fields, not otherwise provided for herein, as needed to maintain an acceptable playing height during scheduled soccer uses;
    - 4.2.5 Clean up the premises, including playing fields, parking lots, and surrounding areas contiguous to the playing fields on a regular basis and deposit all litter into appropriate litter collection receptacles provided by the City; and

4.2.6 Clean the fieldhouse restrooms as often as needed to provide clean, sanitary restrooms for public use as weather permits during usual Park operation hours.

Provided, however, that:

4.2.7 LYSA may contract with the City or a private contractor to perform any of its maintenance responsibilities or such additional maintenance activities that it should elect to undertake; and

4.2.8 LYSA may utilize professional maintenance personnel with appropriate skills and equipment to perform necessary field maintenance work. LYSA members and volunteers may be used to perform functions that do not require specialized equipment, knowledge, or skill.

4.3 Utilities: LYSA shall be responsible for all utility costs associated with the Soccer Complex's soccer playing fields and fieldhouse with the exception of water service costs and electrical service costs related to irrigation of Northside Park and Soccer Complex playing fields and sewer service costs for the fieldhouse.

4.4 Restroom Facilities: Until permanent facilities are available or when permanent facilities are inoperable, LYSA shall be responsible for the furnishing and placement of adequate portable toilet units in the Soccer Complex for the period of this Agreement. LYSA shall not be responsible for placement of portable toilet units during periods in which no organized activities or events are scheduled. Restrooms will be available to the general public as weather permits during usual Northside Park operation hours.

4.5 Fees and Charges: LYSA may establish fees for outside organization's use of the soccer fields.

4.6 Improvements: LYSA shall have the sole right to improve the Soccer Complex in accordance with the Development Agreement as currently adopted or amended. Improvements to the fieldhouse are at the discretion of the City.

4.7 Concessions: LYSA shall be responsible for operation of any and all concessions in the Soccer Complex during LYSA uses and events. Concessions shall include all food and beverage items as well as any other products or goods to be sold or served during LYSA uses and events.

LYSA shall have the right to:

4.7.1. Assign its right to operate concessions to other groups, organizations, or entities;

4.7.2. Enter into long term agreements with vendors for concessions; and

- 4.7.3. Contract in whole or in part any concession services in the Soccer Complex or to operate concessions its own employees or members.

Provided, however, that:

- 4.7.4. Contracts or agreements entered into by LYSA for concessions shall be awarded through a Request For Proposal (RFP) process that:
- 4.7.4.1 Includes an advertised notice soliciting RFP's in accordance with State Law.;
  - 4.7.4.2. Is designed to solicit responses from multiple potential vendors; and
  - 4.7.4.3. Is free from specifications, qualifications, or requirements that bias the process toward a specific vendor or in any way discriminates against any potential vendor on the basis of . sex, marital status, age, physical or mental handicap, race, creed, religion, color, or national origin.
  - 4.7.4.4. No contracts or Agreements entered into by LYSA shall in any way obligate the City under such contracts or Agreements;
- 4.7.5. All Agreements and contracts shall be reviewed and approved as to form by the City Attorney.
- 4.7.6. All concessions shall meet all applicable City health, fire, and building codes, including any signage associated therewith; and
- 4.7.7. All concessions shall comply with all existing and/or future policies adopted by the City relating to the operation of concessions.

- 4.8 Naming: Subject to Section 5.8 of this Agreement, LYSA shall have the authority to establish naming and memorial contribution opportunities and to name and designate field spaces, buildings, and other structures and amenities on the Soccer Complex in recognition of charitable contributions.

Provided, however, that:

- 4.8.1. LYSA shall not name any feature after a corporation, organization, or product detrimental to the health and welfare of children including, but not limited to alcohol or tobacco products or producers, gaming organizations, or purveyors of pornography;
- 4.8.2. LYSA shall be responsible for recognizing and maintaining those names and designations during the duration of this Agreement;

5. CITY'S RIGHTS AND DUTIES: In addition to the other provisions of this Agreement and those provided by law, City shall have the following rights and duties:
  - 5.1. Maintenance Responsibilities: City will:
    - 5.1.1. Irrigate the Northside Park and Soccer Complex as necessary to maintain healthy playing surface turf;
    - 5.1.2. Mow all grasses and weed areas in the Northside Park public use areas during the growing season as needed consistent with historical maintenance practices;
    - 5.1.3. Control weed growth on Northside Park public use areas, including along fences, curb lines and walkways;
    - 5.1.4. Maintain all City sewer lines, City water lines, and asphalt entrances and adjacent streets;
    - 5.1.5. Empty the dumpsters serving the Northside Park and Soccer Complex. If solid waste services are required for special events hosted by LYSA, standard fees and charges will be applied by the City.
    - 5.1.6. Turn on water lines and plumbing in the spring upon LYSA's request. LYSA must provide the City one week's notice prior to turn on/turn off requests. Upon notice, the City will drain and disconnect the same in the fall as appropriate to protect plumbing systems from damage that may be caused by freezing. If damage from freezing occurs prior to LYSA's request to turn off water lines and plumbing or within the one-week notice requirement, LYSA will be responsible for repair costs.
  - 5.2. Temporary Restroom Facilities: City shall be responsible for the furnishing of and placement of adequate portable toilet units in the Northside Park during the period of any event or activity organized by City, until such time as the permanent restrooms in the fieldhouse have been constructed and made operational.
  - 5.3. Utilities: City shall be responsible for water and electrical service costs associated with the irrigation of Northside Park and Soccer Complex, electrical service costs associated with Northside Park lighting, sewer costs associated with the fieldhouse, and any other utility costs not LYSA's responsibility under paragraph 4.3 of this agreement. Cost Reimbursement: Any expenses incurred by LYSA as a result of an event scheduled by City shall be reimbursed to LYSA. Costs incurred by the City as a result of an event scheduled by LYSA shall be reimbursed to the City
  - 5.4. Concessions: City shall honor all contracts or agreements entered into by LYSA in relation to concessions in existence at the time notice of termination is provided in accordance herewith. City is under no obligation to honor any



changes to such Agreements after the notice of termination.

- 5.5. **Right Of Entry/Inspection:** Nothing herein shall interfere with City's right to enter the Soccer Complex in order to inspect it for LYSA's compliance with this Agreement, perform maintenance activities, or for other purposes consistent with the operation of a public park and fulfilling its obligations hereunder. The City will make every effort not to enter the fieldhouse during LYSA events unless necessary for public safety or time sensitive maintenance.
- 5.6. **Special Events:** City shall use its Special Events Policy, as may be amended from time to time, to award special events permits for the use of Northside Park.
- 5.7. **Naming:** At the conclusion of this Agreement, City shall be responsible for recognizing and maintaining the names and designations of physical features in the Soccer Complex made by the LYSA in accordance with this Agreement for as long as the named or designated features remain in the Soccer Complex. Provided; however, that: The City Commission will review and approve or deny all Soccer Complex names and designations made subsequent to the execution of this Agreement as follows: City staff shall be responsible for placing all naming and designation proposals on the agenda for City Commission review;
  - 5.7.1. City Commission approval or denial shall be completed by resolution within 60 days of the receipt of a request for approval by LYSA or the request shall be deemed approved; and
  - 5.7.2. The only basis for the City Commission to disapprove a requested Soccer Complex naming or designation shall be that it violates Section 4.8.1 of this Agreement.
6. **USE REQUESTS:** LYSA shall establish procedures for public requests to use the Soccer Complex and Fieldhouse. Approval or disapproval of all proposed uses shall be the responsibility of LYSA.
7. **PROCEEDS:** The parties agree that all proceeds received by LYSA in any way arising out of the performance of its duties and responsibilities under this Agreement shall be retained by LYSA.
8. **PUBLIC INPUT:** LYSA agrees to hold, at least on an annual basis, a public meeting to inform the public of the status of the Soccer Complex and to obtain public input regarding Soccer Complex use, operation, and maintenance. This meeting shall be held within close proximity of Northside Park and Soccer Complex.
9. **NOTICE:** LYSA shall at all times maintain a mailing address, phone number, and designated agent accessible to the public and the City for resolution of issues relating to

this Agreement and to receive notices associated therewith. LYSA shall notify the City with any changes in contact information prior to the effective date of that change.

10. **ASSIGNMENT:** This Agreement is not assignable by LYSA in whole or in part without the prior written approval of the City Manager for the City of Livingston.
11. **NON-DISCRIMINATION:** The parties agree and understand that the Northside Park and Soccer Complex shall not be used in any manner that would discriminate against any person or persons on the basis of sex, marital status, age, physical or mental handicap, race, creed, religion, color, or national origin.
12. **BREACH AND TERMINATION:** Upon written notice from one party to another asserting a breach of this Agreement, the parties agree to meet in a timely fashion to attempt curing the asserted breach. If the parties are unable to so cure an alleged breach, the parties agree to mediate the dispute prior to initiating any proceeding to terminate this Agreement based upon the alleged breach. Each party will be responsible for the payment of one-half of the mediator's costs. This paragraph shall not prevent the issuance of any other remedy at law or in equity.

Upon termination of this Agreement for any reason, LYSA shall remove any of its personal property from the Soccer Complex and leave all improvements made to the Soccer Complex under this Agreement or the Development Agreement as adopted, ordinary and reasonable wear and tear, damage by the elements, and damages for which City has been compensated excepted.

13. **ATTORNEY'S FEES AND COSTS:** In the event it becomes necessary for either party to retain an attorney to enforce any of the terms or conditions of this Agreement, each party shall be responsible for its own attorney's fees and costs, including those of in-house counsel.
14. **INDEMNIFICATION AND INSURANCE:** LYSA shall indemnify and hold City harmless against all actions and claims arising out of or resulting from LYSA's negligent acts or omissions pursuant to this Agreement or those of any sub-contractor, agent, or anyone directly or indirectly volunteering for or employed by LYSA.
15. The LYSA shall also require that all organizations scheduled to use the Soccer Complex shall indemnify LYSA and City and hold them harmless from and against all claims, damages, losses, and expenses arising out of or resulting from their negligent acts or omissions or those of any sub-contractor, agent, or anyone directly or indirectly volunteering for or employed by them.
16. LYSA shall require that each organization using the Soccer Complex to carry a comprehensive public liability insurance policy, insuring against loss and for damages for personal injury or death and/or property loss, damage, or destruction arising out of or in connection with the organization's use of the Soccer Complex, with the minimum liability limit of \$750,000.00 per claim and \$1,500,00.00 for each occurrence. (2-9-108 MCA). Each organization shall provide LYSA a Certificate of Insurance made out to LYSA and

City, and naming LYSA and City as additional parties insured. LYSA shall routinely provide a copy of said certificates to City.

17. **AMENDMENTS AND MODIFICATION:** The parties shall have the right to mutually renegotiate the terms and conditions of this Agreement on an annual basis upon either party's request. The parties hereby agree that any amendments or modifications to this Agreement or any provisions herein shall be made in writing and executed in the same manner as the original document and shall, after execution, become a part of this Agreement.

**CITY OF LIVINGSTON, MONTANA,**  
a municipal corporation and  
political subdivision of the state of  
Montana

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Signature

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Title

---

Date

**LIVINGSTON YOUTH SOCCER  
ASSOCIATION,**  
a Montana non profit

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Signature

---

Title

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Date

**Backup material for agenda item:**

- E. RESOLUTION NO. 4768 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A LEASE AGREEMENT WITH THE LIVINGSTON YOUTH SOCCER ASSOCIATION.



Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution 4768, 05 Dec 2017

**Requested by:** Michael J. Kardoes, City Manager

**Date of First Consideration/Status:** First Consideration/Approval to Fieldhouse Lease with LYSA

**Purpose of Legislation:** Authorize the City Manager to sign a Lease Agreement with LYSA for the use of the Fieldhouse located at the Soccer Complex.

**Statutory Authority/Reference:** Formal Contract

**Background:** The City and LYSA have jointly developed a lease agreement granting use of the Fieldhouse located at the Soccer complex to LYSA. This is the last step in the process that will allow LYSA to rent the Fieldhouse for public use for non-soccer related events. LYSA will then be able to use the proceeds from the rentals to continue to fund the maintenance of the Soccer Complex.

**Staff Recommendation:** The City Manager recommends the signing of this lease.

**Fiscal Impact:**

There is no direct fiscal impact from this lease. The City will receive the approximate cost of building insurance in the form of rent from LYSA. The City is providing solid waste and sewer services for the Fieldhouse at no cost to LYSA. The City also receives no cost use of the Fieldhouse for administrative meetings on a non-interference basis with LYSA rentals.

**Regulatory Impact (local):** N/A

**Attachments:**

Fieldhouse Lease Agreement

**RESOLUTION NO. 4768**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A LEASE AGREEMENT WITH THE LIVINGSTON YOUTH SOCCER ASSOCIATION.**

**WHEREAS**, the City of Livingston and the Livingston Youth Soccer Association (LYSA) have partnered to construct and create the soccer complex located at the Northside Park; and

**WHEREAS**, LYSA has directly fundraised for the construction of soccer fields and a concessions/activity/meeting office space and building commonly known as the “Fieldhouse” which is the property of the City of Livingston; and

**WHEREAS**, LYSA is desirous of the ability to rent the Fieldhouse and Soccer complex for public and private events and charge for said rentals; and

**WHEREAS**, the City of Livingston desires to indemnify itself from liability of events being offered by LYSA and rental activities at the Fieldhouse; and

**WHEREAS**, the City of Livingston and LYSA desire to enter into a Lease Agreement for the portion of the Northside Park known as the Fieldhouse and Soccer Complex.; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Commission of the City of Livingston, Montana, as follows:

On the City of Livingston’s behalf, the City Manager is hereby authorized to enter into the Lease Agreement with LYSA, which document is attached hereto and incorporated herein as Exhibit A.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**Resolution No. 4768  
Sign Lease Agreement with LYSA**

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**JAMES BENNETT - Chairman**

**ATTEST:**

**APPROVED AS TO FORM:**

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**LISA HARRELD**  
**Recording Secretary**

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**JAY PORTEEN**  
**City Attorney**

**Resolution No. 4768**  
**Sign Lease Agreement with LYSA**

**LEASE AND MAINTENANCE AGREEMENT**

THIS LEASE AGREEMENT (“Agreement”) is made and entered into as of the latest date set forth by a signature below (“the Effective Date”), by and between the CITY OF LIVINGSTON, MONTANA, a municipal corporation and political subdivision of the state of Montana (“the City”), and LIVINGSTON YOUTH SOCCER ASSOCIATION, a Montana non- profit company (“the Association,” and sometimes together with the City, “the Parties”).

RECITALS:

- A. Under prior agreements approved by the Livingston City Commission the City and the Association have partnered to construct and create the soccer complex located at the Northside Park;
- B. Specifically, the Association has directly fundraised for the construction of soccer fields and a concessions / activity / meeting office space and building commonly known as the “Fieldhouse” which is the property of the City.
- C. The Association is desirous of the ability to rent the “Fieldhouse” and Soccer complex for public and private events and charge for said rentals.
- D. The City desires to indemnify itself from liability of events being offered by Association and rental activities at the Fieldhouse.
- E. The City and Association desire to enter into a Lease agreement for the portion of the Northside Park known as the Fieldhouse and Soccer Complex.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions contained herein, the Parties agree as follows:

- 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated into this Agreement as if fully set forth in this Paragraph 1.
- 2. Premises.
  - a. The Association hereby leases from the City for the Term, upon all the conditions set forth in this Agreement, the Fieldhouse located in Northside Park and Soccer Complex. The Premises is owned by the City, and will be managed by, the Association and the City pursuant to the Use Agreement for Northside Park and Soccer Complex executed on June 19, 2006 and ratified by Resolution Number 3753 and any amendment to that agreement.
- 3. Term. The term of this Agreement will commence on the Effective Date and will continue



for the term of the Use Agreement for Northside Park and Soccer Complex, however, the City may terminate this Agreement at its will at any time upon 180-days written notice to the Association. The Association cannot terminate this Agreement without the City's written consent. This Agreement may also terminate sooner according to other provisions found in this Agreement. Any termination will wholly, completely, and forever negate any and all of the City's obligations under this Agreement.

4. Rent. The Association agrees to pay to the City, without any deduction or set off, rental payments in the amount of eight hundred and no/100 (\$800) per year, with the first such payment due and payable on the Effective Date. Subsequent rent payments are due and payable on the anniversary of the Effective Date. (For the purposes of example only, if the Effective Date is November 1, 2016, rent payments will be due on every November 1 thereafter for as long as this Agreement is in full force and effect.) Any and all rent shall be paid to the City at such address as the City specifies in writing to the Association.
5. Use. The Association may occupy and use the Premises for any lawful purpose reasonably related to the operation of the Fieldhouse. The Parties acknowledge they will be unable to wholly prevent some activities that may occur at or in the Premises. Such being the case, the City shall not be found or held in default of any of the provisions of this Agreement in the event the Premises are used for unwanted, unauthorized, illegal or illicit activities. However, in the event the Premises are being used for such activities, the Parties shall meet at a mutually agreeable time and place to discuss possible solutions to the problem.
6. Hours; Access to Premises. The Association shall, in its sole and absolute discretion, have the authority to regulate the hours during which the Premises will be accessible to the public. In addition, the City shall have the right to make the Premises accessible for public use during special events, in accordance with LYSA's standard scheduling process. The City may use the Fieldhouse on a non-interference basis for no charge for City administrative meetings. City acknowledges that LYSA has first right of use of the Premises as described in recitals. To account for situations in which the City is for some reason prevented from accessing the Premises, whether by way of a security system malfunction or other issue, or in the event the City requires, emergency access, emergency repair, or the like, the City shall have the ability to override or control the lock system to allow access to the Premises. In the event any portion of the Premises or the facilities at the Premises become unusable, or unsafe as declared by the City in its sole and absolute discretion, the City shall have the right to close (and, thereafter, to re- open) the Premises at any time.
7. Maintenance, Repair and Services.
  - a Except as otherwise specifically provided in this Agreement, the Association and the City agree to abide by the Use Agreement, Maintenance Schedules/Responsibilities

as defined in the Use Agreement for Northside Park and Soccer Complex.

- b. The Association shall pay all costs, expenses, fees, taxes, and sums related to its operation, and maintenance of the Fieldhouse and activities occurring there that are not City sponsored.
8. Damage or Destruction. In the event of destruction or substantial damage to the Premises during the Term of this Agreement which renders the Premises unusable for either the City's or Association's purposes (in the City's sole and absolute discretion), the Association shall have the option to, within eighteen months (18) after such damage or destruction, repair, replace or rebuild the Fieldhouse, including the Premises, and in such manner and according to such plans and specifications which would restore the Fieldhouse, including the Premises, to substantially the same condition as immediately before its destruction or substantial damage. The Association shall notify the City within one hundred twenty (120) days after such damages or destruction of the Association's decision to rebuild the Fieldhouse including the Premises or declining to rebuild.
9. Signage. The Association shall be permitted to post signage at the Premises, which signage might show the proper use of the facilities, prohibit smoking, direct that problems with the facilities can be reported to the Livingston-Park County Dispatch Center at (406) 222-2050, and any other signs the Association deems reasonably necessary. The City shall also be permitted to post signs.
10. Utility Payments. The Association shall be responsible for paying water, electricity, and gas, associated with the Premises and its operation.
11. Insurance. The Association at its own expense shall maintain liability insurance for events in the fieldhouse with a minimum of \$750,000 per claim and \$1,500,000 per occurrence. The City and Association shall both maintain insurance to cover physical damage which may occur to the Fieldhouse. The City shall be a named insured in aforementioned policies. Proof of coverage will be kept on file with the City and updated annually to show currency.
12. Default; Notice and Cure; Remedies.
  - a. If either party fails to perform any material term or provision of this Agreement, the non-defaulting party shall have the rights and remedies set forth herein, but only if the non-defaulting party has provided the defaulting party with written notice of the default, which notice must identify the specific nature of the alleged default and the manner in which the default may be cured. The defaulting party shall have a period of sixty (60) days after receipt of the written notice of default within which to cure, correct or remedy the default or defaults identified.
  - b. If the Association is the defaulting party and it has not cured, corrected or remedied



deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

15. Quiet Enjoyment. If and so long as the Association shall keep all the covenants it is required to keep under this Agreement, the City covenants and agrees that it and anyone claiming by through or under the City shall not interfere with the Association's peaceful and quiet occupation and enjoyment of the Premises.
16. Compliance with Law. The Association agrees to conform and comply with all applicable laws, ordinances, rules, regulations and requirements of federal, state, county or other governmental authorities and various departments thereof now existing or hereinafter created regarding the use and maintenance of the Premises. The City agrees to conform and comply with all applicable laws, ordinances, rules, regulations and requirements of federal, state, county or other governmental authorities and various departments thereof now existing or hereinafter created regarding the ownership, use and maintenance of The Fieldhouse and the Premises.
17. Right of Entry. The City and its agents and employees shall have the right to enter upon the Premises to inspect the same to determine if the Association is performing the covenants of this Agreement, on its part to be performed, to post such reasonable notices as the City may desire to protect its rights, and to perform service and maintenance pursuant to its obligations under this Agreement with 24-hour notice. 24-hour notice is not required for maintenance of bathrooms, water service, sewer service, electrical problems or any other maintenance requirement that could lead to damage of the structure.
18. Waiver. Any waiver of any breach of covenants or conditions contained in this Agreement and to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver. Any waiver shall not operate to bar or prevent the waiving party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.
19. Counterparts. This Agreement may be executed in any number of copies, each of which shall be an original, but all of which shall together constitute one and the same instrument.
20. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties and is subject to no agreements, conditions or representations that are not set forth herein. This Agreement may only be amended in writing and signed by both the City and the Association.

No Joint Venture or Partnership. Nothing in this Agreement is intended or shall be construed in any way as creating or establishing the relationship of partners or joint

ventures between the parties hereto, or as constituting the City as an agent or representative of the Association for any purpose or in any manner whatsoever.

- 21. Invalid Provisions. If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 22. Parties Bound. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.
- 23. Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.
- 24. Miscellaneous. The conditions, agreements and undertakings contained in this Agreement to be performed by the respective parties, are binding on, and may be legally enforced by, the parties, their heirs, executors, administrators, successors and permitted assigns, respectively. The captions and headings herein are for convenience of reference only and in no way define, limit or expand the scope or content of this Agreement or in any way affect its provisions. This Agreement has been negotiated and prepared by the Parties, and should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party. Wherever the context requires, the singular number shall include the plural, the plural the singular and the use of any gender shall include all other genders.

*[Remainder of page intentionally left blank]*

*[Signatures on following page]*

**CITY OF LIVINGSTON, MONTANA,**  
a municipal corporation and  
political subdivision of the state of Montana

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Signature

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Title

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Date

**LIVINGSTON YOUTH SOCCER ASSOCIATION,**  
a Montana non profit

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Signature

---

Title

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Date

**Backup material for agenda item:**

- A. DISCUSS/APPROVE/DENY - Discuss TD& H proposal for Northside transportation study for next commission meeting



Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Action Item A, 05 Dec 2017

**Requested by:** Michael J. Kardoes, City Manager

**Date of First Consideration/Status:** First Consideration/Discuss for 19 Dec Agenda

**Purpose of Legislation:** Discuss placement of Northside Transportation Study on 19 Dec Agenda and any additional information that will be required.

**Statutory Authority/Reference:** Formal Contract

**Background:** After Commission's direction to pursue an extension to Front Street and a separated grade crossing at a location further to the West, the City requested a study proposal from TD&H. The City has received the proposal from TD&H and is reviewing the document to see if changes are required.

**Staff Recommendation:** N/A

**Fiscal Impact:**

Cost of Proposed Study: \$40,300

Funding Source: Transportation Impact Fees

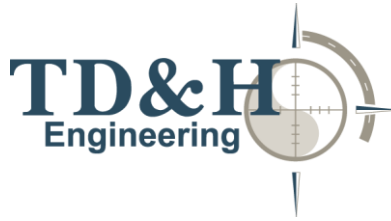
**Regulatory Impact (local):** N/A

**Attachments:**

Northside Transportation Study Proposal



234 East Babcock Street  
Suite 3  
Bozeman, MT 59715



406.586.0277  
tdhengineering.com

November 29, 2017

Shannon Holmes  
City of Livingston  
Public Works Department  
330 Bennett Street  
Livingston, MT 59047

**RE: LIVINGSTON NORTHSIDE TRANSPORTATION STUDY**  
TD&H ENGINEERING JOB NO. B15-081-028

Dear Shannon,

TD&H Engineering is pleased to provide the following proposal for the Northside transportation study. You'll find our scope of work and study area attached, as well as our fee estimate totaling \$40,300. We are prepared to schedule this work shortly, and anticipate project completion May 2018.

Should you find this proposal acceptable, please notify us to proceed with the work. If you wish to modify the scope of work, please contact us at your earliest convenience to discuss how we can best meet your needs.

Sincerely,

A handwritten signature in black ink, appearing to read 'Keith Waring'.

**Keith Waring PE**  
Project Manager  
**TD&H ENGINEERING**

## LIVINGSTON NORTHSIDE TRANSPORTATION STUDY

### PROPOSED SCOPE OF WORK

The study's purpose is to determine the most viable future transportation system improvements within the Livingston Northside area as shown in the attached exhibit. TDH & Marvin & Associates will perform the following services to achieve the goals and objectives of the transportation study.

#### Data Collection

1. Traffic counts will be taken at 7 key intersections and electronics traffic counts will be collected at four locations as shown on the attached exhibit. The traffic counts will be used to documents existing traffic patterns and will also be used to calibrate traffic modeling efforts as a part of this project. In addition to study count data, other traffic data relevant to the study that may be available will be assembled and summarized. All data will be documented in tabular and graphic format.
2. Land use and traffic data will be assembled from census blocks, city and county zoning maps, platting information, and proposed or potential subdivision developments. Information from City of Livingston staff will be sought in an effort to quantify potential for future land development in the study area. Aerial photos archives will be assembled to determine actual development patterns that have occurred tin the past twenty years.
3. Travel time studies will be completed on key street system routes which will be used in the traffic models as criteria for future travel patterns. It is anticipated that at least four travel routes with a variable number of street links on each route will be determined using current study standards.

## Traffic Modeling

1. The original year 2000 QRS II traffic model that was adjusted for use in the 2007 Railroad Underpass Study will be modified for use in this study. Demographic inputs will be updated along with update for route travel speeds. The model will be calibrated to existing conditions using key traffic count data.
2. An additional model will be developed using link volume desegregation techniques based on key intersection directional movements. Results for this model will be compared to the QRS II model to ensure that estimates of external to external traffic demand assumptions in the QRS II model are within an acceptable range.
3. The models will be fully calibrated for use in determining future traffic demands associated with future street links within the study area.

## Future Traffic Model

1. Demographic projections will be completed for a 20-year growth period within the study area based on historic growth and land use potential. High and low growth scenarios will be developed based on historic data and input regarding local plans and trends. In addition, proportional growth will be applied to external areas of Livingston to ensure that the models account for all trip attractions in the 20-year horizon.
2. Trip generation estimates will be made based on existing traffic counts and factored from the number of residences and businesses within the study area and the anticipated growth within the study area. The desegregation model will use the trip generation numbers to determine anticipated future traffic volumes on key streets in comparison to the QRS II model.
3. Growth Scenarios will be input to the QRS II model on the existing street system and the results will be documented as the No-Build conditions in the year 2038.

## **New Street Link Locations**

1. The exact location of the new arterial street parallel and north of the railroad tracks will be evaluated based on geometric conditions and feasibility in terms of topography, alignment criteria, drainage conditions, utilities, and connectivity to local and collector streets and a future grade separated cording of the railroad tracks to the I-90 Business Loop. The arterial street alignment will be used to determine potential travel time in the future system model.
2. Potential land development areas will be investigated to determine a system of streets that would have optimum connectivity to the new arterial street. Because of the study area's size, a number of connections would be necessary at logical locations to effect the most efficiency of the new arterial street. Local input on this phase of the study will be necessary to ensure that the most logical street system hierarchy can be planned.

## **Bicycle & Pedestrian Facilities**

1. Locations for bike paths will be investigated in conjunction with arterial street and street system location evaluations. The bikeway and pedestrian system will be evaluated in terms of utilization potential for both recreational and commuter users. Topographical and other physical barriers will be considered in the facility locations along with connectivity, and avoidance of vehicle conflicts whenever possible. It is envisioned that the bike and pedestrian system will include paths along with on-street and/or parallel facilities.
2. Typical sections for each type of facility will be developed and assigned to each of the proposed facilities as the recommended plan for design.

## **Planned System Models**

1. The calibrated model will be used to determine traffic impacts to the existing street system based on the construction of a new east-west arterial street north

of and parallel to the railroad tracks with a connection to the I-90 Business Loop near the I -90 interchange. In addition, the desired improvements associated with closing the south end of Sunrise Drive and adding a western extension of W Gallatin Street will be included in the model improvements. Additional model runs will be completed on options that include north-south collector street connections to the new east -west arterial street. Traffic volumes will be summarized for all impacted street links and intersections for initial operations and for year 2038 conditions.

2. Capacity analysis will be completed for all street links and intersections associated with the proposed street system alternatives to determine the level of traffic control that would be required at intersections and the number of lanes that would be required on street links.
3. System alternatives will be reviewed with the City of Livingston staff and adjustments in location and function will be incorporated where necessary. Final plan models will be run and capacity analysis modified as necessary.

### **Planned System Recommendations**

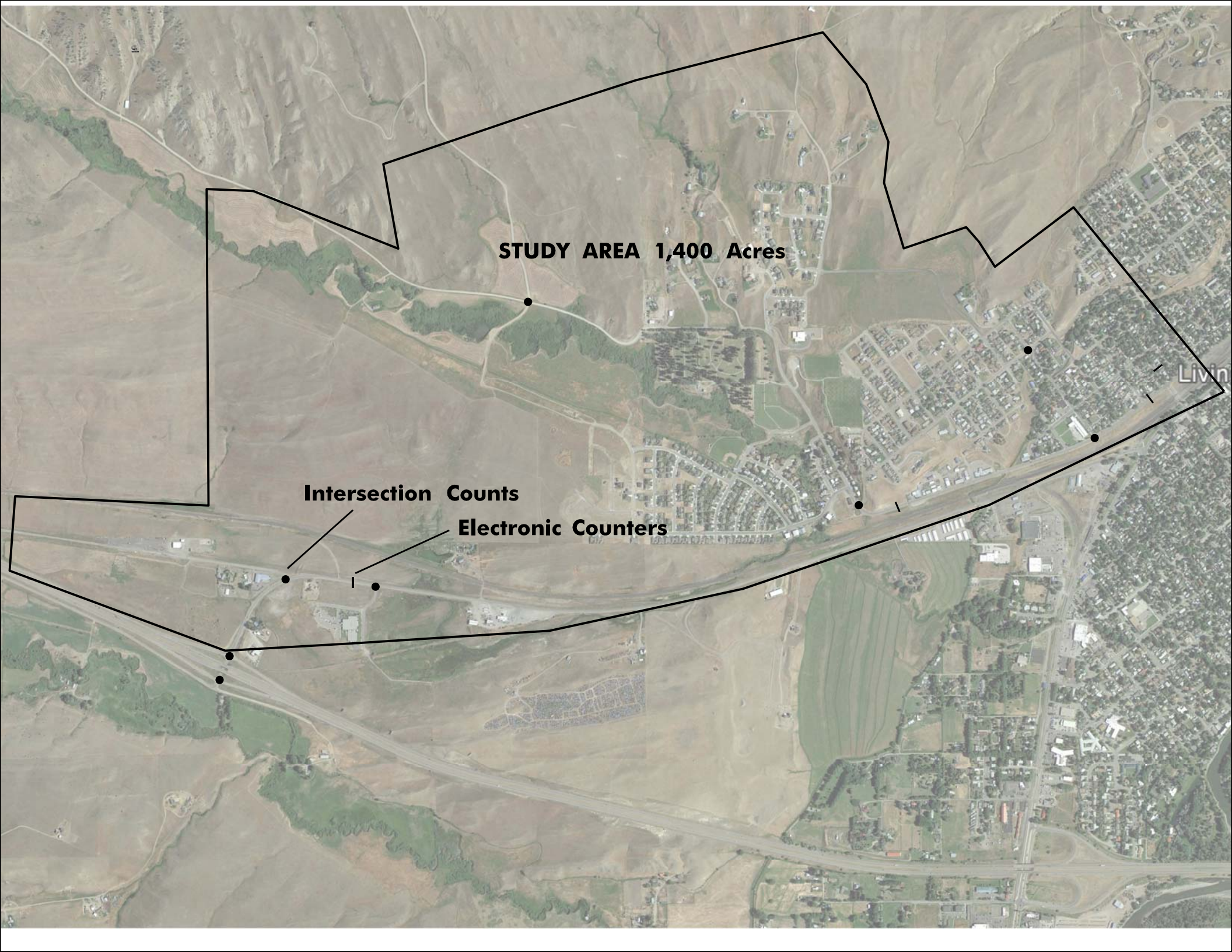
1. New street classifications will be developed and presented within an overall plan map showing the approximate location of the key streets with appropriate notes on right-of-way requirements and ownership.
2. Typical sections for new streets will be determined and presented in graphical format. Key intersection lane and right-of way controls will be determined and detailed in the plan.
3. Bicycle and pedestrian paths, lanes, and crossing will be shown on the overall transportation system plan drawing and typical section will be detailed.
4. The future railroad grade separation concept will be evaluated and preliminary drawings will illustrate the required horizontal and vertical alignment features.
5. External intersections such as ramp intersections at the West Livingston I-90 Interchange will be evaluated for potential impacts and recommendations for future improvement will be developed.

6. Cost estimates for facilities within the study area will be completed and a phased implementation scenario developed to facilitate future improvement phasing.

**Assumptions:**

1. Topographic information will be based on google earth. No surveying is proposed for this study.
2. Traffic counts will be done in the am and pm peak hour. If cameras are available from MDT, the cost for this service could be reduced.

Total estimated cost \$40,300.



**STUDY AREA 1,400 Acres**

**Intersection Counts**

**Electronic Counters**

Livingston

**Northside Livingston Transportation Plan**  
**Additional Services - Callender & Lewis One-Way Conversion**

**MARVIN & ASSOCIATES**

10/17/2017

Tasks	Work Items	Mahours		Labor		Direct Costs	Total Costs	TDH Services
		Engr	Tech	Fees				
<b>Project Administration</b>								
SOW Plan Development & Contract Development		10	0	\$ 1,150.00	\$ 5.00	\$ 1,155.00		
Project coordination and administration		8	0	\$ 920.00	\$ 5.00	\$ 925.00		
<b>Traffic Data</b>								
Traffic Counters		8	6	\$ 1,340.00	\$ 300.00	\$ 1,640.00	\$	3,298.40
Land Use Data		6	0	\$ 690.00		\$ 690.00	\$	266.00
Travel Time Studies		8		\$ 920.00	\$ 130.00	\$ 1,050.00		
<b>Traffic Modeling</b>								
Update QRS II Computer Model & Calibrate		16	0	\$1,840.00	-	\$1,840.00		
Develop Desgregation model		8						
Calibrate and reconcile model results for existing		8						
<b>Future Traffic Model</b>								
Develop demographic projections high and low scenarios		8	0	\$ 920.00	\$ -	\$ 920.00		
Develop trip generation estimates based on zoning and likely developments		6	0	\$ 690.00	\$ -	\$ 690.00		
Input demographic estimates into models for year 2038 No-build Conditions		4	0	\$ 460.00	\$ -	\$ 460.00		
Summarize No-build conditions at key system links and intersections		6	2	\$ 830.00	\$ -	\$ 830.00		
<b>New Street Link Locations</b>								
Work with TDH to develop arterial alignment given topo constraints		4	0	\$ 460.00	\$ 460.00		\$	2,808.00
Work with TDH to located potential connector roadways		4	0	\$ 460.00	\$ -	\$ 460.00	\$	2,808.00
<b>Bicycle &amp; Pedestrian Facilities</b>								
Layout potential facilities along and on new roads		4	0	\$ 460.00	\$ -	\$ 460.00		
Review with TDH to determine constraints		2	0	\$ 230.00	\$ -	\$ 230.00	\$	723.00
<b>Planned System Models</b>								
Traffic model runs for basic system and alternatives		12	0	\$ 1,380.00	\$ 1,380.00			
Capacity Analysis for key intersections		6	0	\$ 690.00	\$ -	\$ 690.00		
Review model results and capacity analysis with City & Final Model Runs		4	2	\$ 600.00	\$ -	\$ 600.00		
<b>Planned System Modifications</b>								
Street Classifications & Overall Plan Map		2	6	\$ 650.00	\$ -	\$ 650.00		
Typical Section development		4	4	\$ 740.00	\$ -	\$ 740.00	\$	588.50
Bike & Pedestrian Plan map		2	6	\$ 650.00	\$ -	\$ 650.00	\$	588.50
Railroad Grade Separation drawings		4	0	\$ 460.00	\$ -	\$ 460.00	\$	1,042.50
External intersection impact recommendations		6	0	\$ 690.00	\$ -	\$ 690.00		
Cost Estimates		8	0	\$ 920.00	\$ -	\$ 920.00	\$	1,042.50
<b>Reports</b>								
Draft Report		18	2	\$ 2,210.00	\$ -	\$ 2,210.00		
Final Report		12	2	\$ 1,520.00	\$ -	\$ 1,520.00		
<b>Project Management</b>								
<b>Meetings</b>								
No more than two on-site meetings with City Staff & 1 council Meeting		20	2	\$2,440.00	\$ 400.00	\$ 2,840.00		
<b>M&amp;A Total Costs =</b>		<b>208</b>	<b>32</b>	<b>\$24,320.00</b>	<b>\$ 840.00</b>	<b>\$ 25,160.00</b>		
<b>TD&amp;H Total Costs =</b>							<b>\$</b>	<b>15,140.21</b>

**Total fees= \$40,300.00**



**Backup material for agenda item:**

- B. DISCUSS/APPROVE/DENY - Discuss AE2S amendment proposal to be included for decision for next commission meeting



Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Action Item B, 05 Dec 2017

**Requested by:** Michael J. Kardoes, City Manager

**Date of First Consideration/Status:** Second Consideration/Discuss for 19 Dec Agenda

**Purpose of Legislation:** Discuss placement of AE2S Amendment request on 19 Dec Agenda and any additional information that will be required.

**Statutory Authority/Reference:** Formal Contract

**Background:** The Commission tabled the AE2S Amendment request during the 21 Nov 2017 meeting due to lack of desired information.

**Staff Recommendation:** N/A

**Fiscal Impact:**

See 21 Nov Legislative Action Summary

**Regulatory Impact (local):** N/A

**Attachments:**

21 Nov 2017 Agenda Information  
Resolution 4635, Original AE2S Contract  
Resolution 4720, Amendment 1  
AE2S Unbilled Hours Summary

**RESOLUTION NO. 4720**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO AMMEND THE CITY'S PROFESSIONAL SERVICES AGREEMENT WITH ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, INC. (AE2S) FOR WASTE WATER TREATMENT PLANT UPGRADE (WWTP) DESIGN, AND TO ENTER INTO AN AGREEMENT FOR CONSTRUCTION ADMINISTRATION SERVICES ON THE WATER RECLAMATION FACILITY PROJECT.**

**WHEREAS**, following a request for qualifications and a subsequent rating process of prospective engineering proposals, the City of Livingston's Administration selected Advanced Engineering and Environmental Design Services, Inc., a North Dakota limited liability company with an office in Bozeman, Montana, to provide engineering design services for the Waste Water Treatment Plant upgrade; and

**WHEREAS**, the design is substantially complete and the project can now proceed to bid and the City desires AE2S to continue as the project managers for the Water Reclamation Facility Upgrade; and

**WHEREAS**, a the City has determined to use USDA financing for the proposed project and USDA requires a specific format for the design contract setting forth the terms and conditions for engineering design services and for providing construction management, which is attached hereto and incorporated herein as Exhibit A;

**WHEREAS**, The City Administration and the Public Works Director are requesting the City Commission authorize the City Manager to enter into an amended Owner Engineer Agreement; and

**WHEREAS**, the City Manager and Advanced Engineering and Environmental Design Services, Inc. are ready and willing to execute the amended Professional Services Agreement upon the Livingston City Commission's approval.

**Resolution No. 4720**

**A resolution authorizing the City Manager to sign a Professional Services Agreement with Advanced Engineering and Environmental Design Services, Inc. for the Water Reclamation Facility upgrade project administration.**



**NOW, THEREFORE, BE IT RESOLVED**, by the City Commission of the City of Livingston, Montana, as follows:

That the City Manager is hereby authorized to enter into the amended Agreement with Advanced Engineering and Environmental Design Services, Inc. for upgraded design and construction administration services on the Water Reclamation Facility Upgrade, which Agreement is attached hereto and incorporated herein as Exhibit A.

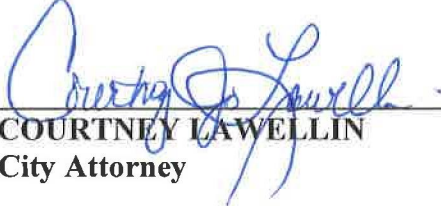
**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this 21<sup>st</sup> day of March, 2017.

  
\_\_\_\_\_  
**JAMES BENNETT - Chairman**

**ATTEST:**

  
\_\_\_\_\_  
**LISA HARRELD**  
Recording Secretary

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**COURTNEY LAWELLIN**  
City Attorney



March, 17, 2017

To the Chairman and Commissioners  
of the Livingston Board of City Commission  
c/o Lisa Lowy, Interim City Manager  
414 East Callender Street  
Livingston, MT 59047

**Re: Livingston WRF Upgrade Project: Professional Services Agreements Amendment No. 1**

Dear Ms. Lowy:

**Request:**

To provide the City of Livingston with Construction Services and help the City attain *Authorization to Advertise* from the USDA, we are submitting Amendment No. 1 to the Professional Services Agreement (PSA) for the Livingston Water Reclamation Facility Upgrade (Project). This Amendment revises the existing Engineering Services Agreement (PSA) to meet USDA-Rural Development (RD) funding requirements, and provides Construction Administration services for the Project. No change has been made to the original PSA costs for engineering services. We respectfully request that the City Commission move to approve and authorize the execution of Amendment No. 1.

**Summary:**

Amendment No. 1 re-defines the terms of the original PSA with AE2S to satisfy the requirements of USDA-RD. This is necessary in order to comply with all requirements of the USDA-RD funding program. At USDA-RD's recommendation, this amendment also covers the Engineer's scope and fee for services during construction, including the following phases of the project: Resident Project Representative; Construction; Post-Construction / Warranty; Instrumentation & Control; and Funding Administration. The Amendment clearly defines the scope of each of these phases of the agreement. However, the Amendment is summarized as follows:

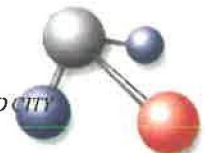
- USDA-Rural Development Requirements
  - The grant and loan offered through the programs administered through the USDA-RD office requires that PSAs between Owners and Engineers be executed using Engineers Joint Contract Documents Committee (EJCDC) E-500: Standard Form Agreement Between Owner and Engineer for Professional Services (2014 Edition) with modifications completed per RUS Bulletin 1780-26.
  - The original PSA between the City of Livingston and AE2S was prepared using The City of Livingston's standard PSA form. Amendment No. 1 replaces all the terms of that agreement – save for the original Effective Date – with EJCDC E-500 format and language.
  - Final execution, and thereby the Effective Date of Amendment No. 1, is contingent upon USDA-RD's Formal Concurrence.
- Construction Administration
  - AE2S is providing Construction Administration and Resident Project Representative Services for the Construction Phase. TD&H (Site Civil and Structural), Wentz Associates (Mechanical/HVAC) and LPW (Architectural) will provide construction administration services for their respective disciplines.
- Materials Testing and Special Inspections
  - TD&H (the City Engineer for the City of Livingston) will also provide materials testing, construction survey staking, and special inspections during construction.

- Similar to terms negotiated for design services, no mark-up has been applied to any services provided by TD&H under Amendment No. 1.
- Instrumentation and Control (I&C):
  - AE2S is providing Instrumentation and Control services during construction, which includes I&C Integration, Startup Services and SCADA Programming for the project.
- Groundwater Dewatering and Soils Workplans, Remediation Pilot Testing & Ground Water Construction Dewatering Oversight
  - Due to the location of the WRF within the contamination plume from Burlington Northern Livingston Shop Complex State Superfund facility, all excavation spoils and groundwater that is dewatered during construction has to be tested. If the tests reveal exceedance of the standards developed for the Record of Decision (ROD) on the project then remediation will be required. If groundwater volumes prohibit onsite disposal, and therefore require discharge of dewatering waste to the Yellowstone River, all contaminants will have to be treated to below applicable discharge limits that are more stringent than the ROD. The Montana Department of Environmental Quality is requiring that the City demonstrate that groundwater treatment to these standards is achievable, using a pilot-scale treatment process. As a result, Amendment No. 1 also now includes the following:
    - Workplan development for piloting remediation treatment of groundwater
    - Pilot-plant procurement, setup and operation
    - Workplan development for the construction contract
    - Testing of general contractor's excavation spoils
    - Observation of dewatering treatment operations
    - Testing of treated groundwater during dewatering operations
  - AE2S has retained Water & Environmental Technologies (WET), for Construction Services to provide workplans, pilot testing and excavation spoils testing and oversight of dewatering waste treatment and testing of results as required by DEQ.

#### Financial Obligations:

A summary of the overall contract price, including the proposed adjustments of Amendment No. 1, is below. A more detailed summary of the overall contract price is provided in the attached Livingston WRF Upgrade: Construction Management Fee Estimate spreadsheet.

Professional Services Phase	Fee Estimate
<b>Original Agreement Amount</b>	
Phase 010 – Project Development	\$140,609.00
Phase 020 – Study and Report	\$0.00
Phase 030 – Preliminary Engineering	\$210,382.00
Phase 040 – Final Design	\$842,996.00
Phase 050 – Bidding / Negotiations	\$45,244.00
<b>SUBTOTAL – Original Agreement Amt:</b>	<b>\$1,239,231.00</b>
<b>Amendment No. 1</b>	
<i>Basic Services</i>	
Phase 060 – Construction	\$832,465.00
Phase 070 – Post-Construction / Warranty	\$73,468.00
<b>SUBTOTAL:</b>	<b>\$905,933.00</b>
<i>Resident Project Representative</i>	
<b>SUBTOTAL:</b>	<b>\$442,820.00</b>
<i>Additional Services</i>	
Phase 080 – Instrumentation and Control	\$208,592.00
Phase 090 – Funding Administration	\$54,944.00
<b>SUBTOTAL:</b>	<b>\$263,536.00</b>
<b>SUBTOTAL - Amendment No. 1</b>	<b>\$1,612,289.00</b>
<b>TOTAL CONTRACT AMOUNT</b>	<b>\$2,851,520.00</b>





Please note the overall fee estimate is based on an 18-month construction schedule, with an additional 2 months of Administration of Contract and RPR Services.

**Execution**

If acceptable and approved by the City Commission, please sign and return all three copies of the attached Amendment No. 1 to this office of AE2S.

We look forward to continuing to serve the City throughout Construction of the Livingston WRF Upgrade project. Should you have any questions or concerns, please do not hesitate to contact me at your convenience.

Sincerely,

AE2S



Scott L. Buecker, PE  
Project Manager

Encl.: EJCDC E-500 – Agreement for Professional Services – Livingston WRF.pdf – (Agreement Amendment)  
Livingston WRF Upgrade Construction Management Fee Estimate.pdf – (spreadsheet)  
USDA-RD Costs Summary (March 17 Update).pdf (spreadsheet)

C: Shannon Holmes, Public Works Director – City of Livingston  
Paige Fetterhoff, CPA, Chief Finance Officer – City of Livingston  
Jerry Paddock, P.E., Environmental Engineer – Montana DEQ: Technical and Financial Assistance Bureau  
Karen Bucklin Sanchez, P.E., State Engineer – USDA-RD: Montana State Office



**RESOLUTION NO. 4635**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, INC. FOR WASTE WATER TREATMENT PLANT UPGRADE (WWTP) DESIGN.**

**WHEREAS**, following a request for qualifications and a subsequent rating process of prospective engineering proposals, the City of Livingston's Administration selected Advanced Engineering and Environmental Design Services, Inc., a North Dakota limited liability company with an office in Bozeman, Montana, to provide engineering design services for the Waste Water Treatment Plant upgrade; and

**WHEREAS**, a proposed Professional Services Agreement setting forth the terms and conditions for providing engineering design services is attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, the City Manager and Advanced Engineering and Environmental Design Services, Inc. are ready and willing to execute the Professional Services Agreement upon the Livingston City Commission's approval.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Commission of the City of Livingston, Montana, as follows:

That the City Manager is hereby authorized to enter into the Professional Services Agreement with Advanced Engineering and Environmental Design Services, Inc. for the Waste Water Treatment Plant upgrade design, which document is attached hereto as Exhibit A.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this 16<sup>th</sup> day of February, 2016.

  
JAMES BENNETT - Chairman

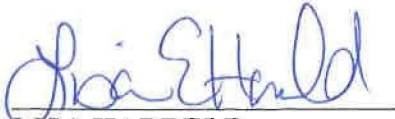
**Resolution No. 4635**

**A resolution authorizing the City Manager to sign a Professional Services Agreement with Advanced Engineering and Environmental Design Services, Inc. for the Waste Water Treatment Plant upgrade design.**

**Page 1**



ATTEST:



LISA HARRELD  
Recording Secretary

APPROVED AS TO FORM:



ERIK COATE  
City Attorney

**Resolution No. 4635**

**A resolution authorizing the City Manager to sign a Professional Services Agreement with Advanced Engineering and Environmental Design Services, Inc. for the Waste Water Treatment Plant upgrade design.**

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## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the 16<sup>th</sup> day of February, 2016, by and between the CITY OF LIVINGSTON, MONTANA, a municipal corporation and political subdivision of the state of Montana with its principal business office located at 414 East Callender Street, Livingston, Montana 59047 (hereinafter referred to as the "City"), and ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, INC., a North Dakota corporation with its principal business office located at 4050 Garden View Drive, Suite 200, Grand Forks, ND 58201-721 (hereinafter referred to as the "Engineer"; and together with the City, the "Parties").

### RECITALS:

- A. The City desires to complete the project commonly known as the Waste Water Treatment Plant Upgrade Design, which requires certain services to be performed in connection therewith.
- B. The City desires to engage Engineer to perform professional engineering services in the form of design and consulting on the Waste Water Treatment Plant Upgrade Design.
- C. The Engineer is engaged in the business of professional engineering, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform the work and is ready, willing and able to undertake and perform the same under the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions contained herein, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.
2. PURPOSE AND SCOPE OF SERVICES. City agrees to retain Engineer to perform all services and comply with all obligations specified or indicated in Exhibit A, which is attached hereto and incorporated herein as if fully set forth in this Paragraph 2 (the services described in this Paragraph 2 shall be collectively referred to hereinafter as the "Services").

3. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement the Engineer agrees that all hiring will be on the basis of merit and qualifications and that the Engineer will not be discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
  
4. NATURE OF RELATIONSHIP.
  - a. The Engineer states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Engineer shall perform the Services as an independent contractor. The Parties agree that the City is only interested in the end result of the Services, not in the method of performance, and as such, the Engineer has been and will continue to be free from the control or direction of the City in the performance of this Agreement.
  
  - b. Engineer shall not be considered an employee of the City for purposes of tax, retirement system, or social security, FICA withholding, or for any other purpose. Engineers are not subject to the terms and provisions of the City's personnel policies and may not be considered a City employee for workers' compensation or any other purpose.
  
  - c. The Engineer shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.
  
  - d. The Engineer, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned persons have the authority to legally bind or otherwise obligate the City to any third person or entity.
  
  - e. Engineer shall furnish all labor, materials, supplies and incidentals necessary to conduct and complete the Services.
  
5. ENGINEER'S REPRESENTATIONS AND WARRANTIES. The Engineer represents and warrants as follows:

- a. It and its employees are licensed by the State of Montana as engineers and agree to perform the Services in a professional manner according to the standards of care, skill, knowledge and diligence normally exercised by a professional engineer and in accordance with sound practices. In the event any service is found to be out of conformance with the foregoing standards, the Engineer, at its own expense, shall make such changes, modifications or additions as are necessary to remedy the situation.
- b. It and its employees possess all of the necessary qualifications, experience, knowledge, tools and equipment to undertake the performance of the Services as set forth in this Agreement.
- c. It will comply with all applicable laws, rules, ordinances and regulations adopted or promulgated by any governmental agency or regulatory body, whether State, federal or local, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for himself or for any employees engaged by the Engineer in performance of this Agreement.
- d. It will comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71 of the Montana Code Annotated, and the Occupational Disease Act of Montana, Title 39, Chapter 71 of the Montana Code Annotated, and shall maintain workers' compensation coverage for all members and employees of the Engineer, except for those members who are exempted by law. Engineer shall furnish copies showing proof of workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana or proof of exemption from workers' compensation granted by law for independent contractors. Proofs of coverage are collectively attached to this Agreement as Exhibit B.
- e. It has reviewed the contract documents related to the Services and this Agreement and has entered into this Agreement based solely upon its own knowledge, inspection and judgment, and not upon any representations or warranties made by the City or its officers, employees or agents.



6. PAYMENT.

- a. For the satisfactory completion of the Services, the City will pay the Engineer, on a time and materials basis, a sum not to not to exceed One Million Two Hundred Thirty-Nine Thousand Two Hundred Thirty-One and No/100 Dollars (\$1,239,231.00). Each specific service the Engineer provides under this Agreement, and the maximum amount the City will pay the Engineer for each, is set forth in Exhibit A. The fee cap is based on the scope of services specified in Exhibit A, with submittal of final plans and specifications suitable for solicitation of competitive construction bid proposals on or before April 1, 2017. Included in the fee cap is a maximum allowance of Fifty Thousand and No/100 Dollars (\$50,000) of contingency for any unforeseeable design work that may be required, or for design of additional items desired by the City. No hours or fees will be billed against this contingency without prior written consent from the City.
- b. The Engineer acknowledges the maximum amount the City can pay prior to June 30, 2016, is Three Hundred Sixty-Two Thousand and No/100 Dollars (\$362,000.00), of which Sixty-Two Thousand and No/100 Dollars (\$62,000.00) will be funded with grant funds from the Department of Natural Resources and Conservation. After June 30, 2016, the City will have the ability to provide remaining amounts when due and payable.
- c. The Engineer may submit monthly requests for payment based on actual work performed, which must be accompanied by an itemized invoice describing the services furnished, the number of hours worked to accomplish each item, the amount being billed for each item, a description of any other eligible expenses incurred during the billing period and the total amount being billed.
- d. In connection with obtaining payment under this Agreement, Engineer agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The Engineer assumes responsibility for the late filing of a claim.
- e. In the event the Engineer seeks payment or compensation for work, materials or services not included in this Agreement and the exhibits hereto, the Engineer must seek prior written authorization from the City before such expenditure is incurred.

If the Engineer fails to obtain prior written authorization, the Engineer shall not be entitled to payment for the unauthorized work, materials or services.

7. TERMINATION OF THIS AGREEMENT. The City reserves the right to terminate this Agreement for any and all causes, or for its convenience, at any time upon fifteen (15) days written notice to the Engineer. If termination is effected by the City for default, an equitable adjustment in the fee shall be made, but no amount shall be allowed for anticipated profit or unperformed services. If termination is effected by the City for reasons of convenience, an equitable adjustment in the fee shall be made, including reasonable profit. The equitable adjustment for any termination shall provide for payment to the Engineer for services rendered and expenses incurred prior to the termination. Upon termination, the Engineer will cease work and deliver to the City all data, design drawings, specifications, reports, estimates summaries and such other information and material accumulated by the Engineer in performing this Agreement whether completed or in progress.
8. OWNERSHIP AND PUBLICATION OF MATERIALS. All documents, design drawings, data, specifications, reports, estimates and such other information and material accumulated or prepared as a result of this Agreement are the property of the City, and the City shall have exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information relating thereto. Any reuse without written verification or adaptation by the Engineer for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Engineer. The City hereby grants to the Engineer an unlimited, royalty-free, worldwide, non-exclusive license regarding such documents, design drawings, data, specifications and reports prepared by the Engineer as part of its services under this Agreement.
9. INDEMNIFICATION AND HOLD HARMLESS. The Engineer waives any and all claims and recourse against the City, its officers, agents or employees, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to the Engineer's performance of this Agreement, except for liability arising out of concurrent or sole negligence of the City or its officers, agents or employees. Further, the Engineer will indemnify, hold harmless, and defend the City, its officers, employees and agents against any and all claims, demands, damages, costs, expenses or liability arising out of the Engineer's negligent performance of this Agreement, except for liability arising out of the concurrent or sole negligence of the City or its officers, agents or employees.

10. INSURANCE. The Engineer will carry a general liability insurance and professional errors and omissions insurance during the term of this Agreement in an amount of not less than One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) per occurrence, and Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) per claim. Copies of certificates of insurance, suitable to the City, shall be filed with the City and are attached hereto and incorporated herein as Exhibit C. The Engineer shall also maintain workers' compensation and unemployment insurance, as well as other insurances as may be required by law for employers, or an exemption from the state of Montana.
11. CONFLICT OF INTEREST. The Engineer covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Services which would conflict in any manner or degree with the performance of the Services. The Engineer further covenants that, in performing this Agreement, it will employ no person who has any such interest.
12. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed, to the address set forth in this Agreement. Any change of address shall be made by giving written notice thereof to the other party, providing the new address.
13. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.
14. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.

15. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties in respect to the Services and supersedes all prior agreements and understandings between the Parties with respect to the Services.
16. INTERPRETATION. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
17. TIME IS OF THE ESSENCE. Time is of the essence in performance of this Agreement.
18. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
19. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of a third party. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the Engineer from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.
20. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Parties shall be governed by and interpreted in accordance with the laws of the State of Montana. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue in the performance of this Agreement.


21. LIAISON. The designated liaisons with the City are Shannon Holmes and Matt Whitman, both of whom can be reached at (406) 222-5667. The Engineer's liaison is Scott Buecker, who can be reached at (406) 219-2633.
22. ATTORNEY FEES. In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses, whether the same are incurred with or without suit.
23. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used: If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.
24. CONTRACTORS. The Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at a project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. The Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between the City and such contractor. The Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except the Engineer's own employees) at a project site or otherwise furnishing or performing any construction work, or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by the Engineer.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed in Livingston, Montana, the day and year first aforementioned herein.

**CITY OF LIVINGSTON**

**ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, INC.**

\_\_\_\_\_  
**Lisa Lowy**  
**Interim City Manager**

  
\_\_\_\_\_  
**Name:** Brett Jochim  
**Its:** COO



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in Livingston, Montana, the day and year first aforementioned herein.

**CITY OF LIVINGSTON**



**Lisa Lowy**  
**Interim City Manager**

**ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, INC.**

\_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Its:** \_\_\_\_\_



[ Exhibit A ]

[ Scope of Services ]

[ Exhibit B ]  
[ Work Comp Insurance ]

[ Exhibit C ]

[ Other Certificates of Insurance ]

### CITY OF LIVINGSTON FISCAL NOTE

Ordinance # \_\_\_\_\_  
 Resolution # 4635

#### Fiscal Analysis Assumptions

- The total contract cost for final engineering will be \$1,239,231 which includes a \$50,000 contingency.
- These funds will be paid for out of the Waste Water (Sewer) Fund.
- Funding is comprised of the following:
  - \$62,500 Department of Natural Resources & Conservation (DNRC) Grant
  - \$300,000 Sewer Impact Fees
  - \$876,731 State Revolving Fund Loan

<input checked="" type="checkbox"/> Budgeted Expenditure	<input type="checkbox"/> Unbudgeted Expenditure: <input type="checkbox"/> Unanticipated Revenue <input type="checkbox"/> Reserves <input type="checkbox"/> Other Line Item Savings
--	---

<u>Costs by Object</u>	<u>FY 16</u>	<u>FY17</u>	<u>FY 18</u>
Personnel	\$ -	\$ -	\$ -
Operating			
Capital	362,500	876,731	
Debt Service			
<b>Total Costs</b>	<u>\$ 362,500</u>	<u>\$ 876,731</u>	<u>\$ -</u>

<u>Funding Source</u>	<u>FY 16</u>	<u>FY17</u>	<u>FY 18</u>
Fund Name: Sewer Operating Fund	\$ 362,500	\$ 876,731	\$ -
<b>Total</b>	<u>\$ 362,500</u>	<u>\$ 876,731</u>	<u>\$ -</u>

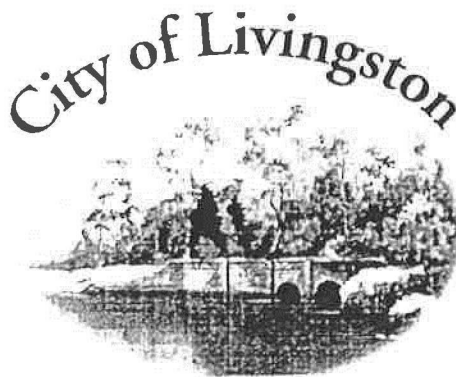
Signature Jessie R. Hogg  
 Date 2/10/2016



**Interim City Manager**  
*Lisa L. Lowy*

*414 East Callender Street  
Livingston, Montana 59047  
(406) 222-2005 phone  
(406) 222-6823 fax*

*[citymanager@livingstonmontana.org](mailto:citymanager@livingstonmontana.org)  
[www.livingstonmontana.org](http://www.livingstonmontana.org)*



**Chairman**  
*James Bennett*

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**Vice Chairman**  
*Dorel Hoglund*

**Commissioners**  
*Mel Friedman  
Sarah Sandberg  
Quentin Schwarz*

*Incorporated 1889*

February 19, 2016

Advanced Engineering and Environmental Services, Inc.  
ATTN: Scott Buecker  
4050 Garden View Drive, Suite 200  
Grand Forks, ND 58201

Re: Agreement between the City of Livingston and Advanced Engineering and Environmental Services, Inc.

Dear Mr. Buecker,

At our recent City Commission meeting on February 16, 2016, the City Commission passed Resolution No. 4635 relating to the agreement as referenced above.

Please find enclosed an executed copy of the agreement and the Resolution No. 4635. Please sign the executed agreement copy; indicate effective date and return the original back to the City offices at:

City of Livingston  
414 East Callender Street  
Livingston, MT 59047  
ATTN: Lisa Harreld

Thank you for your professional services with the City of Livingston. We look forward to working with you.

Yours truly,  
  
Lisa Harreld, Legal Analyst

City of Livingston

**LIVINGSTON**  
*Montana*  
GO BEYOND YELLOWSTONE



Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**

Resolution No. 4635

**Date of First Consideration / Status:** February 16, 2016

**Purpose of Legislation:** To authorize the City Manager to execute a Professional Services Agreement with Advanced Engineering and Environmental Services, Inc. for the Waste Water Treatment Plant upgrade design.

**Statutory Authority / Reference:** Mont. Code Ann. § 7-3-304(9)

**Background:** Following a request for qualifications and a subsequent rating process of prospective engineering proposals, the City of Livingston's administration selected Advanced Engineering and Environmental Design Services, Inc. to provide engineering design services for the Waste Water Treatment Plant upgrade. A proposed Professional Services Agreement setting forth the terms and conditions for the engineering design services is attached to Resolution No. 4635 as Exhibit A. The City Manager and Advanced Engineering and Environmental Design Services, Inc. are ready and willing to execute the Professional Services Agreement upon the Livingston City Commission's approval.

**Fiscal Impact:** See Fiscal Note.

**Regulatory Impact (local):** N/A.

**Attachments:** Professional Services Agreement and Fiscal Note.



1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This ensures transparency and allows for easy verification of the data.

2. The second part of the document outlines the various methods used to collect and analyze data. It includes a detailed description of the sampling process, which was designed to be representative of the entire population. The data was then analyzed using statistical techniques to identify trends and patterns.

3. The third part of the document presents the results of the study. It shows that there is a significant correlation between the variables being studied. This finding is supported by the statistical analysis and is consistent with previous research in the field.

4. The final part of the document discusses the implications of the findings. It suggests that the results can be used to inform policy decisions and to guide future research. The study also highlights the need for continued monitoring and evaluation to ensure that the findings remain relevant and applicable over time.

# Project Detail

Wednesday, November

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3:22:09 PM

AE2S

Job-to-Date through 11/30/2017

		Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
<b>Project Number: P05613-2015-001 Livingston WRF Upgrade Design/ Bidding</b>							
Principal:	Brett Jochim		% Complete:		Direct Labor:		1,983,912.00
Project Manager:	Scott Buecker		Labor % Complete:		Direct Expense:		
Client:	City of Livingston		Expense % Complete:		Direct Consultant:		
Organization:	ADV:BOZ		Start Date:	3/1/2016	Reimbursable Expense:		57,316.00
Status:	Active		Complete Date:	3/31/2017	Reimbursable Consultant:		810,292.00
Type:	Regular				Total Fee:		2,851,520.00

## Phase Number: 010 Project Development

Principal:	Brett Jochim		% Complete:		Direct Labor:		119,524.00
Project Manager:	Scott Buecker		Labor % Complete:		Direct Expense:		
Client:	City of Livingston		Expense % Complete:		Direct Consultant:		
Organization:	ADV:BOZ		Start Date:	3/1/2016	Reimbursable Expense:		3,470.00
Status:	Active		Complete Date:	3/31/2017	Reimbursable Consultant:		17,615.00
Type:	Regular				Total Fee:		140,609.00

## Task Number: 01 Project Management

Principal:	Brett Jochim		% Complete:		Direct Labor:		45,000.00
Project Manager:	Scott Buecker		Labor % Complete:		Direct Expense:		
Client:	City of Livingston		Expense % Complete:		Direct Consultant:		
Organization:	ADV:BOZ		Start Date:		Reimbursable Expense:		
Status:	Active		Complete Date:		Reimbursable Consultant:		
Type:	Regular				Total Fee:		45,000.00
Revenue Method:	WH		Budgeted OH Rate:		Multiplier/Amount:		

### Labor

#### 106 Meetings

B	12947	Sickler, Jonathan	8/14/2017	.25	.25	19.83	19.83	
Call with S. Buecker re general contractor insurance issue								
Total for 12947				<b>.25</b>	<b>.25</b>	<b>19.83</b>	<b>19.83</b>	
Total for Meetings				<b>.25</b>	<b>.25</b>	<b>19.83</b>	<b>19.83</b>	

#### 202 Contracts

B	13039	Viall, Brian	10/30/2017	.25	.25	9.38	9.38	31.00
Contracts Review & Amendment Strategy								
B	13039	Viall, Brian	10/31/2017	1.00	1.00	37.50	37.50	124.00
Contract Management - Amendment.								
B	13039	Viall, Brian	11/1/2017	1.00	1.00	37.50	37.50	124.00
Contract Review - Contract Management Discussion.								
B	13039	Viall, Brian	11/9/2017	.25	.25	9.38	9.38	31.00
Contracts review and amendments discussion.								
Total for 13039				<b>2.50</b>	<b>2.50</b>	<b>93.76</b>	<b>93.76</b>	<b>310.00</b>
Total for Contracts				<b>2.50</b>	<b>2.50</b>	<b>93.76</b>	<b>93.76</b>	<b>310.00</b>

#### 205 Engineering Agreements

B	12947	Sickler, Jonathan	8/2/2017	.50	.50	39.67	39.67	
Email re subcontractor insurance limits; review re same								
Total for 12947				<b>.50</b>	<b>.50</b>	<b>39.67</b>	<b>39.67</b>	
Total for Engineering Agreements				<b>.50</b>	<b>.50</b>	<b>39.67</b>	<b>39.67</b>	

#### 713 Legal

B	12947	Sickler, Jonathan	8/21/2017	.25	.25	19.83	19.83	
Call with S. Buecker re electrical grid capacity issue								
Total for 12947				<b>.25</b>	<b>.25</b>	<b>19.83</b>	<b>19.83</b>	

	Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
Total for Legal	.25		.25	19.83	19.83	
<b>Total for Labor</b>	<b>3.50</b>		<b>3.50</b>	<b>173.09</b>	<b>173.09</b>	<b>310.00</b>
<b>Total for Overhead</b>					<b>38,056.15</b>	
<b>Total for Labor and Overhead</b>	<b>3.50</b>		<b>3.50</b>	<b>173.09</b>	<b>38,229.24</b>	<b>310.00</b>
<b>Total for 01</b>	<b>3.50</b>		<b>3.50</b>	<b>173.09</b>	<b>38,229.24</b>	<b>310.00</b>

**Task Number: 95 Project Expenses**

Principal:	Brett Jochim	% Complete:		Direct Labor:	
Project Manager:	Scott Buecker	Labor % Complete:		Direct Expense:	
Client:	City of Livingston	Expense % Complete:		Direct Consultant:	
Organization:	ADV:BOZ	Start Date:		Reimbursable Expense:	3,470.00
Status:	Active	Complete Date:		Reimbursable Consultant:	17,615.00
Type:	Regular			Total Fee:	21,085.00
Revenue Method:	WH	Budgeted OH Rate:		Multiplier/Amount:	

**Labor**

610 Website							
B	13081 Witt, Wilson	8/31/2017	.50	.50	15.99	15.99	60.50
Add updates, project photos							
Total for 13081			.50	.50	15.99	15.99	60.50
Total for Website			.50	.50	15.99	15.99	60.50
<b>Total for Labor</b>			<b>.50</b>	<b>.50</b>	<b>15.99</b>	<b>15.99</b>	<b>60.50</b>
<b>Total for Overhead</b>						<b>137.45</b>	
<b>Total for Labor and Overhead</b>			<b>.50</b>	<b>.50</b>	<b>15.99</b>	<b>153.44</b>	<b>60.50</b>
<b>Total for 95</b>			<b>.50</b>	<b>.50</b>	<b>15.99</b>	<b>153.44</b>	<b>60.50</b>
<b>Total for 010</b>			<b>4.00</b>	<b>4.00</b>	<b>189.08</b>	<b>38,382.68</b>	<b>370.50</b>

**Phase Number: 040 Final Design**

Principal:	Brett Jochim	% Complete:		Direct Labor:	627,920.00
Project Manager:	Scott Buecker	Labor % Complete:		Direct Expense:	
Client:	City of Livingston	Expense % Complete:		Direct Consultant:	
Organization:	ADV:BOZ	Start Date:	3/1/2016	Reimbursable Expense:	6,270.00
Status:	Active	Complete Date:	3/17/2016	Reimbursable Consultant:	208,806.00
Type:	Regular			Total Fee:	842,996.00

**Task Number: 01 60% Design Engineering**

Principal:	Brett Jochim	% Complete:		Direct Labor:	190,000.00
Project Manager:	Scott Buecker	Labor % Complete:		Direct Expense:	
Client:	City of Livingston	Expense % Complete:		Direct Consultant:	
Organization:	ADV:BOZ	Start Date:		Reimbursable Expense:	
Status:	Active	Complete Date:		Reimbursable Consultant:	
Type:	Regular			Total Fee:	190,000.00
Revenue Method:	WH	Budgeted OH Rate:		Multiplier/Amount:	

**Labor**

204 Engineering							
B	12605 Haupert, Charles	3/1/2017	4.00	4.00	168.08	168.08	672.00
HVAC Coordination.							
B	12605 Haupert, Charles	3/2/2017	6.00	6.00	252.12	252.12	1,008.00
Project Team Coordination and SPB Demo Design.							
B	12605 Haupert, Charles	3/3/2017	2.50	2.50	105.05	105.05	420.00
RCB Mechanical.							
B	12605 Haupert, Charles	3/6/2017	3.00	3.00	126.06	126.06	504.00
Mechanical Design.							
B	12605 Haupert, Charles	3/7/2017	7.50	7.50	315.15	315.15	1,260.00
IPS, RCB, and STB Process Electrical Design Support.							

				Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing		
B	12605	Hauptert, Charles	3/8/2017	6.50		6.50	273.13	273.13	1,092.00		
		IPS Mechanical and Lighting Design.									
B	12605	Hauptert, Charles	3/9/2017	8.00		8.00	336.16	336.16	1,344.00		
		RCB Mechanical and General Power Design.									
B	12605	Hauptert, Charles	3/10/2017	6.00		6.00	252.12	252.12	1,008.00		
		UV Mechanical, Lighting, and General Power Design.									
B	12605	Hauptert, Charles	3/13/2017	8.00		8.00	336.16	336.16	1,344.00		
		Final Electrical Design.									
B	12605	Hauptert, Charles	3/14/2017	7.50		7.50	315.15	315.15	1,260.00		
		Final Electrical Design.									
B	12605	Hauptert, Charles	3/15/2017	7.00		7.00	294.14	294.14	1,176.00		
		Final Electrical Specs.									
B	12605	Hauptert, Charles	3/16/2017	4.00		4.00	168.08	168.08	672.00		
		Final Electrical Specs.									
B	12605	Hauptert, Charles	3/17/2017	3.00		3.00	126.06	126.06	504.00		
		Drawing Review.									
B	12605	Hauptert, Charles	3/20/2017	4.00		4.00	168.08	168.08	672.00		
		Final Drawing Review.									
B	12605	Hauptert, Charles	3/21/2017	7.00		7.00	294.14	294.14	1,176.00		
		Final Drawing Review.									
B	12605	Hauptert, Charles	3/22/2017	6.00		6.00	252.12	252.12	1,008.00		
		Final Drawing Review.									
		Total for 12605		<b>90.00</b>		<b>90.00</b>	<b>3,781.80</b>	<b>3,781.80</b>	<b>15,120.00</b>		
		Total for Engineering		<b>90.00</b>		<b>90.00</b>	<b>3,781.80</b>	<b>3,781.80</b>	<b>15,120.00</b>		
		401 CADD / Drafting / Computer									
		* B	12722	Leppala, Randolph	3/3/2017	7.50		7.50	383.25	383.25	1,342.50
				CAD drafting and design							
		Total for 12722		<b>7.50</b>		<b>7.50</b>	<b>383.25</b>	<b>383.25</b>	<b>1,342.50</b>		
		Total for CADD / Drafting / Computer		<b>7.50</b>		<b>7.50</b>	<b>383.25</b>	<b>383.25</b>	<b>1,342.50</b>		
		<b>Total for Labor</b>		<b>97.50</b>		<b>97.50</b>	<b>4,165.05</b>	<b>4,165.05</b>	<b>16,462.50</b>		
		<b>Total for Overhead</b>						<b>149,538.02</b>			
		<b>Total for Labor and Overhead</b>		<b>97.50</b>		<b>97.50</b>	<b>4,165.05</b>	<b>153,703.07</b>	<b>16,462.50</b>		
		<b>Total for 01</b>		<b>97.50</b>		<b>97.50</b>	<b>4,165.05</b>	<b>153,703.07</b>	<b>16,462.50</b>		
		<b>Task Number: 02 90% Design Engineering</b>									
Principal:	Brett Jochim	% Complete:					Direct Labor:		150,000.00		
Project Manager:	Scott Buecker	Labor % Complete:					Direct Expense:				
Client:	City of Livingston	Expense % Complete:					Direct Consultant:				
Organization:	ADV:BOZ	Start Date:					Reimbursable Expense:				
Status:	Active	Complete Date:					Reimbursable Consultant:				
Type:	Regular						Total Fee:		150,000.00		
Revenue Method:	WH	Budgeted OH Rate:					Multiplier/Amount:				
<b>Labor</b>											
101 Communications											
B	13039	Viall, Brian	5/1/2017	1.00		1.00	29.81	29.81	124.00		
		Project Communications: bid schedule, requesting City's Final Legal Review.									
B	13039	Viall, Brian	5/2/2017	2.00		2.00	59.62	59.62	248.00		
		Project Communications: bid schedule, requesting City's Final Legal Review.									
B	13039	Viall, Brian	5/4/2017	.50		.50	14.91	14.91	62.00		
		Project Communications: bid schedule, requesting City's Final Legal Review.									
		Total for 13039		<b>3.50</b>		<b>3.50</b>	<b>104.34</b>	<b>104.34</b>	<b>434.00</b>		
		Total for Communications		<b>3.50</b>		<b>3.50</b>	<b>104.34</b>	<b>104.34</b>	<b>434.00</b>		
		<b>Total for Labor</b>		<b>3.50</b>		<b>3.50</b>	<b>104.34</b>	<b>104.34</b>	<b>434.00</b>		
		<b>Total for Overhead</b>						<b>61,482.39</b>			
		<b>Total for Labor and Overhead</b>		<b>3.50</b>		<b>3.50</b>	<b>104.34</b>	<b>61,586.73</b>	<b>434.00</b>		
		<b>Total for 02</b>		<b>3.50</b>		<b>3.50</b>	<b>104.34</b>	<b>61,586.73</b>	<b>434.00</b>		

		Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
Principal:	Brett Jochim						85,000.00
Project Manager:	Scott Buecker						
Client:	City of Livingston						
Organization:	ADV:BOZ						
Status:	Active						
Type:	Regular						85,000.00
Revenue Method:	WH						
			Budgeted OH Rate:		Multiplier/Amount:		

**Labor**

## 101 Communications

B	12428 Buecker, Scott	3/7/2017	2.50	2.50	156.85	156.85	515.00
	QA/QC comments, chlorine ring, responses to electrical questions						
B	12428 Buecker, Scott	3/8/2017	2.50	2.50	156.85	156.85	515.00
	Dealing with GW elevation bust, remediation and permitting issue, electricity usage estimate, budget review, meeting with Keith/TDH						
Total for 12428			<b>5.00</b>	<b>5.00</b>	<b>313.70</b>	<b>313.70</b>	<b>1,030.00</b>
Total for Communications			<b>5.00</b>	<b>5.00</b>	<b>313.70</b>	<b>313.70</b>	<b>1,030.00</b>

## 102 Filing Maintenance

B	13039 Viall, Brian	2/15/2017	1.00	1.00	29.81	29.81	124.00
	Compiling drawings and coordinating for printing DEQ update set.						
B	13039 Viall, Brian	2/16/2017	2.00	2.00	59.62	59.62	248.00
	Compiling Drawings and specifications for DEQ update submittal print set.						
B	13039 Viall, Brian	2/20/2017	1.00	1.00	29.81	29.81	124.00
	Filing Maint - 95% Drawings.						
Total for 13039			<b>4.00</b>	<b>4.00</b>	<b>119.24</b>	<b>119.24</b>	<b>496.00</b>
Total for Filing Maintenance			<b>4.00</b>	<b>4.00</b>	<b>119.24</b>	<b>119.24</b>	<b>496.00</b>

## 105 Management

B	12457 Chmela, Damon	2/22/2017	2.00	2.00	143.66	143.66	460.00
	assist with staff design transition during Charles' medical leave, coordination meeting with Adam and Kody.						
B	12457 Chmela, Damon	2/23/2017	1.00	1.00	71.83	71.83	230.00
	design coordination with Kody and Adam						
B	12457 Chmela, Damon	2/24/2017	1.00	1.00	71.83	71.83	230.00
	design coordination and assistance with Kody						
B	12457 Chmela, Damon	2/28/2017	1.50	1.50	107.75	107.75	345.00
	check in with staff working on the project and coordinate progress and schedule to complete. Discuss plan of action moving forward with Charles return to the office.						
B	12457 Chmela, Damon	3/1/2017	1.00	1.00	71.83	71.83	230.00
	design assistance to staff						
B	12457 Chmela, Damon	3/2/2017	1.00	1.00	71.83	71.83	230.00
	design assistance to staff						
B	12457 Chmela, Damon	3/7/2017	1.00	1.00	71.83	71.83	230.00
	assist electrical staff with project coordination questions						
B	12457 Chmela, Damon	3/8/2017	1.00	1.00	71.83	71.83	230.00
	assist electrical staff with design coordination questions						
B	12457 Chmela, Damon	3/9/2017	1.00	1.00	71.83	71.83	230.00
	review and assist staff with Code and NWE coordination issues						
B	12457 Chmela, Damon	3/14/2017	1.00	1.00	71.83	71.83	230.00
	assist staff with making electrical layout and design decisions						
B	12457 Chmela, Damon	3/22/2017	1.00	1.00	71.83	71.83	230.00
	staff and workload coordination/direction to finish up project based on Charles absence						
B	12457 Chmela, Damon	3/23/2017	1.00	1.00	71.83	71.83	230.00
	coordinate transferring of electrical signing from Charles to Adam, coordinate continued project backchecking effort with staff						
B	12457 Chmela, Damon	3/27/2017	.50	.50	35.92	35.92	115.00
	regroup and redirect finalization efforts on Livingston without Charles						
Total for 12457			<b>14.00</b>	<b>14.00</b>	<b>1,005.63</b>	<b>1,005.63</b>	<b>3,220.00</b>
Total for Management			<b>14.00</b>	<b>14.00</b>	<b>1,005.63</b>	<b>1,005.63</b>	<b>3,220.00</b>

			Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
106 Meetings								
B	12905	Salber, Jason	2/2/2017	1.25	1.25	52.16	52.16	185.00
		Meeting to discuss control system and communications.						
		Discussing a few things w/ Charles prior to meeting.						
Total for 12905				<b>1.25</b>	<b>1.25</b>	<b>52.16</b>	<b>52.16</b>	<b>185.00</b>
B	12954	Sletten, James	2/2/2017	1.00	1.00	29.25	29.25	106.00
		Meeting with Ross, Sanden & Salber about Livingston control system & scada systems.						
B	12954	Sletten, James	2/13/2017	.50	.50	14.63	14.63	53.00
		Livingston WWTF confrence call with Brian V regarding Scada computers & network.						
Total for 12954				<b>1.50</b>	<b>1.50</b>	<b>43.88</b>	<b>43.88</b>	<b>159.00</b>
Total for Meetings				<b>2.75</b>	<b>2.75</b>	<b>96.04</b>	<b>96.04</b>	<b>344.00</b>
109 Planning								
B	13039	Viall, Brian	2/1/2017	.75	.75		22.36	93.00
		Project Planning (Phases 020 / 060 / 070 / 080 / 090)						
B	13039	Viall, Brian	3/1/2017	3.00	3.00		89.43	372.00
		Superfund Site - Dewatering Contamination Plan						
B	13039	Viall, Brian	3/2/2017	2.00	2.00	59.62	59.62	248.00
		Superfund Site - Dewatering Contamination Plan						
B	13039	Viall, Brian	3/3/2017	3.50	3.50	104.34	104.34	434.00
		Superfund Site - Dewatering Contamination Plan						
Total for 13039				<b>5.50</b>	<b>3.75</b>	<b>163.96</b>	<b>275.75</b>	<b>1,147.00</b>
Total for Planning				<b>5.50</b>	<b>3.75</b>	<b>163.96</b>	<b>275.75</b>	<b>1,147.00</b>
202 Contracts								
B	13039	Viall, Brian	2/2/2017	1.00	1.00	29.81	29.81	124.00
		Final review/summary of Front End Docs and sent to City Attorney for review.						
B	13039	Viall, Brian	2/6/2017	1.00	1.00	29.81	29.81	124.00
		PHASE 090 tasks - USDA Paperwork, etc.						
B	13039	Viall, Brian	2/16/2017	1.00	1.00	29.81	29.81	124.00
		Research for EJCDC Consultant Sub-Contracts.						
B	13039	Viall, Brian	2/28/2017	2.00	2.00	59.62	59.62	248.00
		Construction Management Contract Review with Buecker and Holmes						
B	13039	Viall, Brian	3/1/2017	1.00	1.00	29.81	29.81	124.00
		Livingston BD - CA Contract Negotiations						
Total for 13039				<b>6.00</b>	<b>6.00</b>	<b>178.86</b>	<b>178.86</b>	<b>744.00</b>
Total for Contracts				<b>6.00</b>	<b>6.00</b>	<b>178.86</b>	<b>178.86</b>	<b>744.00</b>
203 Data Gathering								
* B	12690	Kleven, Miranda	2/2/2017	.75	.75	32.85	32.85	126.00
		review letter of conditions for funding versus data in RD apply, email to Brian/Scott						
Total for 12690				<b>.75</b>	<b>.75</b>	<b>32.85</b>	<b>32.85</b>	<b>126.00</b>
B	13039	Viall, Brian	3/7/2017	.50	.50	14.91	14.91	62.00
		Digging up Photos / asking Dan to send more photos / maps / data / etc.						
B	13039	Viall, Brian	3/8/2017	.50	.50	14.91	14.91	62.00
		Digging up Photos / asking Dan to send more photos / maps / data / etc.						
B	13039	Viall, Brian	3/9/2017	.50	.50	14.91	14.91	62.00
		Digging up Photos / asking Dan to send more photos / maps / data / etc.						
B	13039	Viall, Brian	4/17/2017	.50	.50	14.91	14.91	62.00
		Data gathering on ww chloride levels.						
Total for 13039				<b>2.00</b>	<b>2.00</b>	<b>59.64</b>	<b>59.64</b>	<b>248.00</b>
Total for Data Gathering				<b>2.75</b>	<b>2.75</b>	<b>92.49</b>	<b>92.49</b>	<b>374.00</b>
204 Engineering								
B	12347	Ackerman, Nickolaus	2/24/2017	7.00	7.00	215.04	215.04	868.00
		UV building and SPB building redlines						
B	12347	Ackerman, Nickolaus	2/27/2017	7.00	7.00	215.04	215.04	868.00
		equipment placement according to P&ID's general redliens						

			Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
B	12347 Ackerman, Nickolaus	2/28/2017	7.00	1.00	8.00	215.04	245.76	992.00
	UV system electrical design redlines							
	generate one line diagram							
	size MCC for							
B	12347 Ackerman, Nickolaus	3/1/2017	8.00	1.00	9.00	245.76	276.48	1,116.00
	SPB building process electrical redlines							
	UV building Electrical redlines.							
B	12347 Ackerman, Nickolaus	3/2/2017	6.00	2.00	8.00	184.32	245.76	992.00
	SPB building process electrical redlines							
	UV building Electrical redlines.							
B	12347 Ackerman, Nickolaus	3/3/2017	7.00	1.00	8.00	215.04	245.76	992.00
	SPB building process electrical redlines							
	UV building Electrical redlines.							
B	12347 Ackerman, Nickolaus	3/6/2017	6.00		6.00	184.32	184.32	744.00
	spb one line revisions							
	construction notes							
B	12347 Ackerman, Nickolaus	3/7/2017	9.00		9.00	276.48	276.48	1,116.00
	UV building redlines							
	select heat trace system							
	chemical skid requirements coordination							
	site coordination items							
B	12347 Ackerman, Nickolaus	3/8/2017	6.00	1.00	7.00	184.32	215.04	868.00
	9							
B	12347 Ackerman, Nickolaus	3/9/2017	8.50		8.50	261.12	261.12	1,054.00
	section view generation							
	junction box schedule generation for SPB motors							
	digester sensor transmitter mounting coordinatino							
B	12347 Ackerman, Nickolaus	3/10/2017	7.00		7.00	215.04	215.04	868.00
	section view coordination							
	updates per P&ID updates, signal transmitter location coordination.							
B	12347 Ackerman, Nickolaus	3/13/2017	7.50	3.00	10.50	230.40	322.56	1,302.00
	redlines &cable conduit schedule							
B	12347 Ackerman, Nickolaus	3/14/2017	9.00		9.00	276.48	276.48	1,116.00
	uv building redlines							
	uv building cable and conduit schedules							
	SPB building redlinse							
B	12347 Ackerman, Nickolaus	3/15/2017	8.00	.50	8.50	245.76	261.12	1,054.00
	WAS holding tank sheet process electrical and coordination							
B	12347 Ackerman, Nickolaus	3/16/2017	4.00		4.00	122.88	122.88	496.00
	livingston redlines:							
	WHB & SPB							
B	12347 Ackerman, Nickolaus	3/21/2017	3.00		3.00	92.16	92.16	372.00
	QA/QC							
B	12347 Ackerman, Nickolaus	3/22/2017	3.00		3.00	92.16	92.16	372.00
	site grounding redlines and BERLIN electrical site and process electrical redlines.							
B	12347 Ackerman, Nickolaus	3/24/2017	5.00		5.00	153.60	153.60	620.00
	QA/QC and redlines							
B	12347 Ackerman, Nickolaus	3/31/2017	3.00		3.00	92.16	92.16	372.00
	electrical design							
B	12347 Ackerman, Nickolaus	4/3/2017	1.00	.50	1.50	30.72	46.08	186.00
	livingston coordination							
B	12347 Ackerman, Nickolaus	4/21/2017	3.00	.50	3.50	92.16	107.52	434.00

			Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
		UV building tag updates UV bank coordination items schedule updates SPB building tag updates						
B	12347	Ackerman, Nikolaus 4/24/2017	6.50		6.50	199.68	199.68	806.00
		electrical redlines/coordination						
B	12347	Ackerman, Nikolaus 4/25/2017	1.00		1.00	30.72	30.72	124.00
		electrical redlines/coordination						
B	12347	Ackerman, Nikolaus 5/3/2017	1.00		1.00	30.00	30.00	128.00
		Livingston chemical feed coordination						
B	12347	Ackerman, Nikolaus 5/5/2017	1.00		1.00	30.00	30.00	128.00
		redlines and push to bluebeam for markups						
B	12347	Ackerman, Nikolaus 6/5/2017	1.00		1.00	30.00	30.00	128.00
		addendum item coordination						
B	12347	Ackerman, Nikolaus 6/16/2017	4.00		4.00	120.00	120.00	512.00
		QAQC for UV system requirements from contractors Addendum No. 2 redline items						
B	12347	Ackerman, Nikolaus 6/20/2017	1.50		1.50	45.00	45.00	192.00
		livingston addendum QAQC for UV system						
		<b>Total for 12347</b>	<b>141.00</b>	<b>10.50</b>	<b>151.50</b>	<b>4,325.40</b>	<b>4,647.96</b>	<b>18,820.00</b>
B	12428	Buecker, Scott 2/1/2017	.50		.50	31.37	31.37	103.00
		Demo discussion, walkway anchorage, pipe burial reqs						
B	12428	Buecker, Scott 2/16/2017	1.50		1.50	94.11	94.11	309.00
		Research into recent peak hour flows, instrumentation cut sheets for Randy						
B	12428	Buecker, Scott 3/22/2017	1.00		1.00	62.74	62.74	206.00
		Coordination with Viall, subs on sched, budget, remaining loose ends						
B	12428	Buecker, Scott 3/24/2017	.75		.75	47.06	47.06	154.50
		Trommel screen chase at Big Sky						
B	12428	Buecker, Scott 5/22/2017	.75		.75	47.06	47.06	154.50
		Lining out Xylem on Variance request						
		<b>Total for 12428</b>	<b>4.50</b>		<b>4.50</b>	<b>282.34</b>	<b>282.34</b>	<b>927.00</b>
B	12457	Chmela, Damon 2/8/2017	.50		.50	35.92	35.92	115.00
		technical support to design staff with wetwell and penetration through floor						
B	12457	Chmela, Damon 4/21/2017	1.50		1.50	107.75	107.75	345.00
		telephone and email dialog with Scott Jungwirth about the UV system and electrical cable tray coordination and other final electrical coordination items, further coordination with Adam Wahler						
		<b>Total for 12457</b>	<b>2.00</b>		<b>2.00</b>	<b>143.67</b>	<b>143.67</b>	<b>460.00</b>
B	12674	Jungwirth, Scott 3/9/2017	3.00		3.00	84.96	84.96	300.00
		final design engineering						
B	12674	Jungwirth, Scott 3/10/2017	2.00		2.00	56.64	56.64	200.00
		final design engineering						
B	12674	Jungwirth, Scott 3/13/2017	3.50		3.50	99.12	99.12	350.00
		final design						
B	12674	Jungwirth, Scott 3/14/2017	4.00	.50	4.50	113.28	127.44	450.00
		final design						
B	12674	Jungwirth, Scott 3/15/2017	4.00		4.00	113.28	113.28	400.00
		final design						
B	12674	Jungwirth, Scott 3/16/2017	1.00	1.50	2.50	28.32	70.80	250.00
		final design						
B	12674	Jungwirth, Scott 3/23/2017	3.50	1.00	4.50	99.12	127.44	450.00
		Final design engineering. Update valve schedule.						
B	12674	Jungwirth, Scott 3/24/2017		3.50	3.50		99.12	350.00
		Final design. Update valve schedule.						
B	12674	Jungwirth, Scott 3/27/2017	3.00		3.00	84.96	84.96	300.00
		final design						
B	12674	Jungwirth, Scott 3/28/2017	3.00	.25	3.25	84.96	92.04	325.00
		final design						



Project Detail			Job-to-Date through 11/30/2017			Wednesday, November 22, 2017 3:2		
			Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
B	12674 Jungwirth, Scott	3/31/2017	1.50		1.50	42.48	42.48	150.00
	final design							
B	12674 Jungwirth, Scott	4/3/2017	3.00		3.00	84.96	84.96	300.00
	Final design							
B	12674 Jungwirth, Scott	4/12/2017	1.00	.50	1.50	28.32	42.48	150.00
	Final design							
B	12674 Jungwirth, Scott	4/13/2017	1.00		1.00	28.32	28.32	100.00
	Final design							
B	12674 Jungwirth, Scott	4/14/2017	2.00		2.00	56.64	56.64	200.00
	Final design							
B	12674 Jungwirth, Scott	4/17/2017	6.00		6.00	169.92	169.92	600.00
	Final design							
B	12674 Jungwirth, Scott	4/18/2017	2.00	.25	2.25	56.64	63.72	225.00
	Final design							
B	12674 Jungwirth, Scott	4/21/2017	2.00		2.00	56.64	56.64	200.00
	Final design.							
B	12674 Jungwirth, Scott	4/25/2017	5.00	2.00	7.00	141.60	198.24	700.00
	Final design. valve schedule							
B	12674 Jungwirth, Scott	4/26/2017	3.50	.50	4.00	99.12	113.28	400.00
	Final design. valve schedule							
Total for 12674			<b>54.00</b>	<b>10.00</b>	<b>64.00</b>	<b>1,529.28</b>	<b>1,812.48</b>	<b>6,400.00</b>
B	12737 Madson, Matthew	2/1/2017	.50		.50	14.69	14.69	62.00
	Coordination with others on a few small items.							
B	12737 Madson, Matthew	2/7/2017	4.25		4.25	124.87	124.87	527.00
	90% document updates. Updating specs, some P&ID work/verification, minimal additions to process drawings.							
B	12737 Madson, Matthew	2/8/2017	2.75		2.75	80.80	80.80	341.00
	90% document updates. Updating specs, some P&ID work/verification, minimal additions to process drawings.							
B	12737 Madson, Matthew	2/10/2017	4.00		4.00	117.52	117.52	496.00
	90% document updates. Updating specs, some P&ID work/verification, minimal additions to process drawings. Gantry crane selection.							
B	12737 Madson, Matthew	2/14/2017	1.00		1.00	29.38	29.38	124.00
	Review of screen/thickening proposals from alternate manufacturer.							
B	12737 Madson, Matthew	2/15/2017	6.50		6.50	190.97	190.97	806.00
	Major work on re-writing thickening spec to include multiple manufacturers and includes space restrictions. Some adjustments to polymer spec. Writing a crane/access platform spec. Brief look into mechanical sheets for coordination in SPB.							
B	12737 Madson, Matthew	2/16/2017	1.50		1.50	44.07	44.07	186.00
	Work finalizing a few edits and providing to Jungwirth. Brief conversation with Wentz on SPB coordination items.							
B	12737 Madson, Matthew	2/21/2017	.50		.50	14.69	14.69	62.00
	anaerobic digester information to Randy as requested.							
B	12737 Madson, Matthew	2/22/2017	.25		.25	7.35	7.35	31.00
	Wahler phone call to help catch-up electrical.							
B	12737 Madson, Matthew	2/23/2017	4.00		4.00	117.52	117.52	496.00
	Brief Kody phone call regarding question. Verification that all my items/markups were picked up and final markups (for now). Coordination email to bozeman guys.							
B	12737 Madson, Matthew	2/24/2017	2.50		2.50	73.45	73.45	310.00
	Verification that all my items/markups were picked up and final markups (for now). Ackerman phone call on electrical coordination in SPB. Jungwirth phone call.							
B	12737 Madson, Matthew	3/1/2017	.25		.25	7.35	7.35	31.00
	Small Livingston input as needed.							
B	12737 Madson, Matthew	3/2/2017	.50		.50	14.69	14.69	62.00
	Small Livingston input as needed.							
B	12737 Madson, Matthew	3/3/2017	.50		.50	14.69	14.69	62.00
	Small Livingston input as needed.							
B	12737 Madson, Matthew	3/6/2017	1.00		1.00	29.38	29.38	124.00
	Miscellaneous final items (primarily electrical coordination).							
B	12737 Madson, Matthew	3/7/2017	.75		.75	22.04	22.04	93.00
	Miscellaneous final items (primarily electrical coordination).							
B	12737 Madson, Matthew	3/8/2017	1.00		1.00	29.38	29.38	124.00
	Miscellaneous final items (primarily electrical coordination).							

				Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
B	12737	Madson, Matthew	3/9/2017	1.00		1.00	29.38	29.38	124.00
			Miscellaneous final items (primarily electrical coordination).						
B	12737	Madson, Matthew	3/10/2017	1.75		1.75	51.42	51.42	217.00
			Miscellaneous final items (primarily electrical coordination).						
B	12737	Madson, Matthew	3/13/2017	2.00		2.00	58.76	58.76	248.00
			final miscellaneous coordination - mostly electrical, but some other items like equipment approvals and civil/architect coordination, too.						
B	12737	Madson, Matthew	3/14/2017	1.00		1.00	29.38	29.38	124.00
			final miscellaneous coordination - mostly electrical, but some other items like equipment approvals and civil/architect coordination, too.						
B	12737	Madson, Matthew	3/15/2017	1.00		1.00	29.38	29.38	124.00
			final miscellaneous coordination - mostly electrical, but some other items like equipment approvals and civil/architect coordination, too.						
B	12737	Madson, Matthew	3/16/2017	.75		.75	22.04	22.04	93.00
			final miscellaneous coordination - mostly electrical, but some other items like equipment approvals and civil/architect coordination, too.						
B	12737	Madson, Matthew	3/17/2017	.50		.50	14.69	14.69	62.00
			final miscellaneous coordination - mostly electrical, but some other items like equipment approvals and civil/architect coordination, too.						
B	12737	Madson, Matthew	3/20/2017	4.00		4.00	117.52	117.52	496.00
			Screen/thickening unit review for DryCake and response review. Response to Jungwirth. DEQ response was located. Going through comments and addressing if any issues.						
B	12737	Madson, Matthew	3/22/2017	.50		.50	14.69	14.69	62.00
			Spec adjustment after initial drycake review.						
B	12737	Madson, Matthew	3/30/2017	.25	.25	.50	7.35	14.70	62.00
			Quick talk with Randy on hydraulic profile. Thickener flow information to Viall.						
B	12737	Madson, Matthew	3/31/2017	4.25		4.25	124.87	124.87	527.00
			In-depth review of DryCake after NWPECo. follow-up - will still not allow. Spec update again to further detail and be explicit. Update to screen spec for control panel and coordination with manufacturers on control panel width. Response to Jungwirth on strainer.						
B	12737	Madson, Matthew	4/3/2017	.25		.25	7.35	7.35	31.00
			Screen panel coordination with electrical (increase PLC) and suppliers.						
B	12737	Madson, Matthew	4/6/2017	.50		.50	14.69	14.69	62.00
			Back to screen panel coordination with electrical & supplier...						
B	12737	Madson, Matthew	4/7/2017	.25		.25	7.35	7.35	31.00
			Back to screen panel coordination with electrical & supplier...						
B	12737	Madson, Matthew	4/11/2017	.25		.25	7.35	7.35	31.00
			Phone call with NWPECo on screen and thickener.						
B	12737	Madson, Matthew	4/17/2017	.75		.75	22.04	22.04	93.00
			Brief Livingston items - screen spec coordination and response to Viall question.						
B	12737	Madson, Matthew	5/2/2017	.50		.50	14.69	14.69	62.00
			Some final items with Viall for DEQ comments (and verifying based on past projects).						
<b>Total for 12737</b>				<b>51.25</b>	<b>.25</b>	<b>51.50</b>	<b>1,505.79</b>	<b>1,513.14</b>	<b>6,386.00</b>
B	12831	Pataky, Kody	2/27/2017	8.00		8.00	238.88	238.88	992.00
			red lines						
B	12831	Pataky, Kody	2/28/2017	8.00	.50	8.50	238.88	253.81	1,054.00
			Red lines						
B	12831	Pataky, Kody	3/1/2017	3.00	1.50	4.50	89.58	134.37	558.00
			Red lines						
B	12831	Pataky, Kody	3/2/2017	6.00	.50	6.50	179.16	194.09	806.00
			red lines and coordination						
B	12831	Pataky, Kody	3/3/2017	7.00		7.00	209.02	209.02	868.00
			red lines and coordination						
B	12831	Pataky, Kody	3/7/2017	6.00	.50	6.50	179.16	194.09	806.00
			Red lines and utility coordination						
B	12831	Pataky, Kody	3/8/2017	8.00	1.50	9.50	238.88	283.67	1,178.00
			Red lines. specs, Electrical coordination						
B	12831	Pataky, Kody	3/9/2017	4.00	1.00	5.00	119.44	149.30	620.00
			Red lines and fire alarm coordination						
B	12831	Pataky, Kody	3/10/2017	7.50		7.50	223.95	223.95	930.00
			red lines and cable and conduit						
B	12831	Pataky, Kody	3/13/2017	8.00		8.00	238.88	238.88	992.00
			Red lines						

Project Detail			Job-to-Date through 11/30/2017			Wednesday, November 22, 2017 3:2		
			Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
B	12831 Pataky, Kody	3/14/2017	8.00	4.00	12.00	238.88	358.32	1,488.00
	red lines and C&C changes							
B	12831 Pataky, Kody	3/15/2017	6.00	1.00	7.00	179.16	209.02	868.00
	red lines							
B	12831 Pataky, Kody	3/16/2017	6.00	.50	6.50	179.16	194.09	806.00
	QA/QC and final coordination							
B	12831 Pataky, Kody	3/24/2017	3.00	1.00	4.00	89.58	119.44	496.00
	Generator and other coordination items							
B	12831 Pataky, Kody	4/24/2017	4.00		4.00	119.44	119.44	496.00
	Changes for Adam prior to issueing drawings							
Total for 12831			<b>92.50</b>	<b>12.00</b>	<b>104.50</b>	<b>2,762.05</b>	<b>3,120.37</b>	<b>12,958.00</b>
B	12905 Salber, Jason	2/15/2017		5.25	5.25		219.08	777.00
	Started working on I&C design items.							
B	12905 Salber, Jason	2/18/2017		6.25	6.25		260.81	925.00
	Working on I&C panel / I/O design							
B	12905 Salber, Jason	2/19/2017		4.50	4.50		187.79	666.00
	Working on I&C panel / I/O design							
B	12905 Salber, Jason	2/20/2017	3.50	1.75	5.25	146.06	219.09	777.00
	Working on I&C panel / I/O design							
B	12905 Salber, Jason	2/24/2017	6.00	1.00	7.00	250.38	292.11	1,036.00
	Working on Electrical / I&C desgin.							
B	12905 Salber, Jason	2/26/2017		3.50	3.50		146.06	518.00
	Working on Electrical / I&C desgin.							
B	12905 Salber, Jason	2/27/2017	1.50	1.00	2.50	62.60	104.33	370.00
	Working on Electrical / I&C desgin.							
B	12905 Salber, Jason	2/28/2017	5.75		5.75	239.95	239.95	851.00
	Working on Network Overviews.							
B	12905 Salber, Jason	3/1/2017	7.75	6.50	14.25	323.41	594.66	2,109.00
	Working on Network Diagrams							
	Assisting others as needed on numerous different design items.							
B	12905 Salber, Jason	3/2/2017	4.50	1.00	5.50	187.79	229.52	814.00
	Finishing 1st round of Network Diagrams.							
B	12905 Salber, Jason	3/13/2017	.75		.75	31.30	31.30	111.00
	Started to finish up remaining I&C design.							
B	12905 Salber, Jason	3/15/2017	8.00	1.00	9.00	333.84	375.57	1,332.00
	Working on I&C Design							
B	12905 Salber, Jason	3/28/2017	6.75	6.00	12.75	281.68	532.06	1,887.00
	Working on final I&C Design - Network Diagrams, Rack Layouts, Panel Layouts, I/O Schedules.							
B	12905 Salber, Jason	3/29/2017	6.25		6.25	260.81	260.81	925.00
	Working on final I&C Design - Network Diagrams, Rack Layouts, Panel Layouts, I/O Schedules.							
B	12905 Salber, Jason	3/30/2017	6.75	3.75	10.50	281.68	438.17	1,554.00
	Working on final I&C Design - Network Diagrams, Rack Layouts, Panel Layouts, I/O Schedules.							
B	12905 Salber, Jason	3/31/2017	4.25	1.00	5.25	177.35	219.08	777.00
	Working on final I&C redlines for Pete/Ian							
B	12905 Salber, Jason	4/2/2017		5.00	5.00		208.65	740.00
	Working on some final drawing changes.							
B	12905 Salber, Jason	4/3/2017	2.25	1.00	3.25	93.89	135.62	481.00
	Working on final schedules.							
	Updating items yet to complete.							
B	12905 Salber, Jason	4/14/2017	.75		.75	31.30	31.30	111.00
	Assisting Scotts on a few different questions they had.							
B	12905 Salber, Jason	4/18/2017	.50		.50	20.87	20.87	74.00
	Reviewing some UV items and discussing items w/ Nick on path moving forward.							
Total for 12905			<b>65.25</b>	<b>48.50</b>	<b>113.75</b>	<b>2,722.91</b>	<b>4,746.83</b>	<b>16,835.00</b>

			Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
B	12914 Schaefer, Scott	2/6/2017	.50		.50	25.60	25.60	91.50
	construction sequencing, etc							
B	12914 Schaefer, Scott	2/9/2017	.25		.25	12.80	12.80	45.75
	call w Viall							
B	12914 Schaefer, Scott	2/10/2017	.50		.50	25.60	25.60	91.50
	call w Buecker; Bluebeam coordination							
B	12914 Schaefer, Scott	2/14/2017	1.00		1.00	51.20	51.20	183.00
	blower team call; wrap up email							
B	12914 Schaefer, Scott	2/15/2017	1.00		1.00	51.20	51.20	183.00
	calls/emails w Jungwirth RE blowers							
B	12914 Schaefer, Scott	2/17/2017	5.00		5.00	256.00	256.00	915.00
	QA/QC, primarily WHB and RCB							
B	12914 Schaefer, Scott	2/20/2017	4.50		4.50	230.40	230.40	823.50
	QA/QC							
B	12914 Schaefer, Scott	2/21/2017	5.00		5.00	256.00	256.00	915.00
	QA/QC; call w Viall							
B	12914 Schaefer, Scott	2/22/2017	.50		.50	25.60	25.60	91.50
	update w Matt, Pete							
B	12914 Schaefer, Scott	2/23/2017	1.00		1.00	51.20	51.20	183.00
	call w Buecker; call w Wahler							
B	12914 Schaefer, Scott	3/2/2017	.50		.50	25.60	25.60	91.50
	UV spec w SJungwirth; budget emails							
B	12914 Schaefer, Scott	3/3/2017	.25		.25	12.80	12.80	45.75
	chlorine ring							
B	12914 Schaefer, Scott	3/6/2017	.50		.50	25.60	25.60	91.50
	chlorination/filaments; NFPA emails							
B	12914 Schaefer, Scott	3/8/2017	.50		.50	25.60	25.60	91.50
	filament chlorination change							
B	12914 Schaefer, Scott	3/9/2017	.50		.50	25.60	25.60	91.50
	initial UV spec review							
B	12914 Schaefer, Scott	3/29/2017	.25		.25	12.80	12.80	45.75
	update w Buecker							
B	12914 Schaefer, Scott	4/12/2017	.25		.25	12.80	12.80	45.75
	DEQ variance info to BViall							
B	12914 Schaefer, Scott	4/17/2017	1.50		1.50	76.80	76.80	274.50
	UV spec review and coordination							
B	12914 Schaefer, Scott	4/18/2017	.50		.50	25.60	25.60	91.50
	UV spec review							
B	12914 Schaefer, Scott	4/20/2017	.50		.50	25.60	25.60	91.50
	UV discussion							
B	12914 Schaefer, Scott	4/21/2017	.75		.75	38.40	38.40	137.25
	call w Wedeco; follow up emails							
B	12914 Schaefer, Scott	4/24/2017	.50		.50	25.60	25.60	91.50
	call w SBuecker							
B	12914 Schaefer, Scott	4/25/2017	1.00		1.00	51.20	51.20	183.00
	UV warranty revision / coordination w vendors							
<b>Total for 12914</b>			<b>26.75</b>		<b>26.75</b>	<b>1,369.60</b>	<b>1,369.60</b>	<b>4,895.25</b>
B	13039 Viall, Brian	2/6/2017	4.00		4.00	119.24	119.24	496.00
	Engineering / Architectural Design and Room layouts/ City Piping Review/Hydraulics.							
B	13039 Viall, Brian	2/8/2017	4.00		4.00	119.24	119.24	496.00
	Engineering review							
B	13039 Viall, Brian	2/9/2017	3.00		3.00	89.43	89.43	372.00
	Conflict with Stair Railing and other design coordination and review.							
B	13039 Viall, Brian	2/10/2017	3.00		3.00	89.43	89.43	372.00
	Conflict review and design solutions with Randy L research of solutions.							
B	13039 Viall, Brian	2/15/2017	1.50		1.50	44.72	44.72	186.00
	Project Engineering / checking.							

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			Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
B	13039	Viall, Brian 2/17/2017 Project Engineering / checking.	1.50		1.50	44.72	44.72	186.00
B	13039	Viall, Brian 2/27/2017 Engineering - RResponse to Electrical Coordinatino Questions / Etc.	2.00		2.00	59.62	59.62	248.00
B	13039	Viall, Brian 2/28/2017 Engineering - RResponse to Electrical Coordinatino Questions / Etc.	2.00		2.00	59.62	59.62	248.00
B	13039	Viall, Brian 3/6/2017 Project Engineering - working with Electrical and other disciplines for project detials. Fiber Optic Extension: 1.0 hrs	2.00	.50	2.50	59.62	74.53	310.00
B	13039	Viall, Brian 3/7/2017 Coordination among / between drafters.	1.50		1.50	44.72	44.72	186.00
B	13039	Viall, Brian 3/8/2017 Coordination of Drawings / files / Designs for different disciplines.	.50		.50	14.91	14.91	62.00
B	13039	Viall, Brian 3/9/2017 Chlorination Ring / chem feed / drafting coordination / etc.		1.50	1.50		44.72	186.00
B	13039	Viall, Brian 3/10/2017 Electrical Designs: fuel fill panel, P&ID, etc. PROCESS DESIGNS: COMPOST FACILITY, ETC.	2.00		2.00	59.62	59.62	248.00
B	13039	Viall, Brian 3/14/2017 Project Engineering - Chlorine Ring / P&ID	1.00		1.00	29.81	29.81	124.00
B	13039	Viall, Brian 3/15/2017 Project Engineering - Chlorine Ring / P&ID		1.00	1.00		29.81	124.00
B	13039	Viall, Brian 3/23/2017 Project Engineering - Chem Feed Drawings / operational flexibility edits / operator safety edits.		2.00	2.00		59.62	248.00
B	13039	Viall, Brian 3/24/2017 Trommel Screen Design and Communications with ECS.		1.00	1.00		29.81	124.00
B	13039	Viall, Brian 3/30/2017 Contamination Dewatering Superfund Site - talked to Nick T in Bismarck; USDA-RD; and Scott B about dewatering strategy in the specifications.		2.00	2.00		59.62	248.00
B	13039	Viall, Brian 4/3/2017 Electrical / Process design for Palsa-feeder pumps. Review of Process Flows to Gravity Sewer.	2.00		2.00	59.62	59.62	248.00
B	13039	Viall, Brian 4/4/2017 Review of process flows to gravity sewer for/with TD&H.	2.00		2.00	59.62	59.62	248.00
B	13039	Viall, Brian 4/6/2017 Filter/Strainers detail. In-Basin Hose Bid detail.	1.00		1.00	29.81	29.81	124.00
B	13039	Viall, Brian 4/7/2017 Filter/Strainers details.	1.00		1.00	29.81	29.81	124.00
B	13039	Viall, Brian 4/24/2017 regulatory review and dEQ response comments, and DEQ deviations.	1.25		1.25	37.26	37.26	155.00
B	13039	Viall, Brian 4/25/2017 Project Engineering: Responses to DEQ comments and resulting design solutions.	2.00		2.00	59.62	59.62	248.00
B	13039	Viall, Brian 4/26/2017 Project Engineering: Responses to DEQ comments and resulting design solutions.	1.00		1.00	29.81	29.81	124.00
B	13039	Viall, Brian 4/28/2017 Project Engineering: Responses to DEQ comments and resulting design solutions.	.50		.50	14.91	14.91	62.00
Total for 13039			<b>38.75</b>	<b>8.00</b>	<b>46.75</b>	<b>1,155.16</b>	<b>1,393.65</b>	<b>5,797.00</b>
B	13050	Wahler, Adam 2/22/2017 Design	6.00		6.00	274.02	274.02	1,008.00
B	13050	Wahler, Adam 2/23/2017 Design	4.00		4.00	182.68	182.68	672.00
B	13050	Wahler, Adam 3/2/2017 Design	4.00		4.00	182.68	182.68	672.00
B	13050	Wahler, Adam 3/3/2017 Design	2.00		2.00	91.34	91.34	336.00
B	13050	Wahler, Adam 3/6/2017 Design	8.50		8.50	388.20	388.20	1,428.00
B	13050	Wahler, Adam 3/7/2017 Design	12.00		12.00	548.04	548.04	2,016.00
B	13050	Wahler, Adam 3/8/2017 Design	6.50		6.50	296.86	296.86	1,092.00

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			Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
B	13050 Wahler, Adam	3/9/2017	6.00		6.00	274.02	274.02	1,008.00
	Design							
B	13050 Wahler, Adam	3/10/2017	4.00		4.00	182.68	182.68	672.00
	Design							
B	13050 Wahler, Adam	3/13/2017	11.00		11.00	502.37	502.37	1,848.00
	Design							
B	13050 Wahler, Adam	3/14/2017	7.00		7.00	319.69	319.69	1,176.00
	Design							
B	13050 Wahler, Adam	3/15/2017	11.00		11.00	502.37	502.37	1,848.00
	Design							
B	13050 Wahler, Adam	3/16/2017	2.00		2.00	91.34	91.34	336.00
	Design							
B	13050 Wahler, Adam	3/17/2017	6.00		6.00	274.02	274.02	1,008.00
	Design							
B	13050 Wahler, Adam	3/21/2017	1.50		1.50	68.51	68.51	252.00
	Electrical Design							
B	13050 Wahler, Adam	3/23/2017	3.00		3.00	137.01	137.01	504.00
	Electrical Design							
B	13050 Wahler, Adam	3/24/2017	2.00		2.00	91.34	91.34	336.00
	Electrical Coordination							
B	13050 Wahler, Adam	3/28/2017	2.00		2.00	91.34	91.34	336.00
	Electrical Design							
B	13050 Wahler, Adam	3/29/2017	2.00		2.00	91.34	91.34	336.00
	Electrical Design							
B	13050 Wahler, Adam	3/30/2017	11.00		11.00	502.37	502.37	1,848.00
	Electrical Design							
B	13050 Wahler, Adam	3/31/2017	6.00		6.00	274.02	274.02	1,008.00
	Electrical Design							
B	13050 Wahler, Adam	4/16/2017	2.00		2.00	91.34	91.34	336.00
	Electrical QA/QC							
B	13050 Wahler, Adam	4/19/2017	3.00		3.00	137.01	137.01	504.00
	Electrical QA/QC							
B	13050 Wahler, Adam	4/24/2017	7.00		7.00	319.69	319.69	1,176.00
	Final Electrical Design Details							
B	13050 Wahler, Adam	4/26/2017	2.00		2.00	91.34	91.34	336.00
	Final Electrical Design Details							
Total for 13050			<b>131.50</b>		<b>131.50</b>	<b>6,005.62</b>	<b>6,005.62</b>	<b>22,092.00</b>
Total for Engineering			<b>607.50</b>	<b>89.25</b>	<b>696.75</b>	<b>21,801.82</b>	<b>25,035.66</b>	<b>95,570.25</b>
207 Estimating/Spreadsheet Production								
B	13039 Viall, Brian	3/7/2017	3.00		3.00	89.43	89.43	372.00
	Contamination Contaminated Water / Dewatering Plan / WET Coordination / Contamination Planning / Hydraulics and Manhole Design							
B	13039 Viall, Brian	3/9/2017	2.00		2.00	59.62	59.62	248.00
	Contamination / Dewatering Plan / manhole discussion / WET							
Total for 13039			<b>5.00</b>		<b>5.00</b>	<b>149.05</b>	<b>149.05</b>	<b>620.00</b>
Total for Estimating/Spreadsheet Production			<b>5.00</b>		<b>5.00</b>	<b>149.05</b>	<b>149.05</b>	<b>620.00</b>
215 Review - Checking								
B	12674 Jungwirth, Scott	4/18/2017	2.00		2.00	56.64	56.64	200.00
	Review drawings							
Total for 12674			<b>2.00</b>		<b>2.00</b>	<b>56.64</b>	<b>56.64</b>	<b>200.00</b>
B	13039 Viall, Brian	2/1/2017	2.00	1.00	3.00	59.62	89.43	372.00
	Drawings Review: Gen Sheets; site work plans; P&ID; etc.							
B	13039 Viall, Brian	2/2/2017	.50	2.00	2.50	14.91	74.53	310.00
	Drawings Review: Gen Sheets; site work plans; P&ID; etc.							
B	13039 Viall, Brian	2/14/2017	1.00		1.00	29.81	29.81	124.00
	Review/ Checking submittal drawings & project plans.							
B	13039 Viall, Brian	2/15/2017	1.00		1.00	29.81	29.81	124.00
	General review checking and coordintion of DEQ update review set.							

			Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
B	13039 Viall, Brian	2/20/2017	4.00		4.00	119.24	119.24	496.00
	Review Checking / Compiling and Printing 95% Drawings.							
B	13039 Viall, Brian	2/21/2017	3.00		3.00	89.43	89.43	372.00
	Review Checking / QA/QC with Scheafer.							
B	13039 Viall, Brian	2/27/2017	2.00		2.00	59.62	59.62	248.00
	Review Checking - QA/QC Responses.							
B	13039 Viall, Brian	2/28/2017	2.00		2.00	59.62	59.62	248.00
	Review Checking - QA/QC Responses.							
B	13039 Viall, Brian	3/1/2017	2.00		2.00	59.62	59.62	248.00
	Responding and reviewing Shaefers QA/QC questions on RCB process sheets.							
B	13039 Viall, Brian	3/6/2017	2.00		2.00	59.62	59.62	248.00
	Review of project drawings / coordination with disciplines on project drawings / final submittal / etc.							
B	13039 Viall, Brian	3/7/2017	1.00		1.00	29.81	29.81	124.00
	Review of Drawings / plans / especially effluent reuse.							
B	13039 Viall, Brian	3/8/2017	1.00		1.00	29.81	29.81	124.00
	1 hr - Review with TD&H for Asbestos Inspection.							
B	13039 Viall, Brian	3/9/2017	1.00		1.00	29.81	29.81	124.00
	General Review Checking / Coordination with disciplines RE: corrections / revisions / etc.							
B	13039 Viall, Brian	3/10/2017	1.00		1.00	29.81	29.81	124.00
	QA/QC on Drawings - Worked with disciplines to correct discrepancies.							
B	13039 Viall, Brian	3/13/2017	3.00		3.00	89.43	89.43	372.00
	Review checking of 95% plans / coordination with electrical / coordinating revisions as needed.							
B	13039 Viall, Brian	3/14/2017	2.00		2.00	59.62	59.62	248.00
	Review checking of 95% plans / coordination with electrical / coordinating revisions as needed / compost facility.							
B	13039 Viall, Brian	3/15/2017	2.00		2.00	59.62	59.62	248.00
	Review checking of 95% plans / coordinating revisions as needed.							
B	13039 Viall, Brian	3/19/2017		2.00	2.00		59.62	248.00
	Review Checking / Misc. QA/QC Items.							
B	13039 Viall, Brian	3/20/2017	2.00		2.00	59.62	59.62	248.00
	Project plans review and coordination.							
B	13039 Viall, Brian	3/21/2017	2.00		2.00	59.62	59.62	248.00
	working with Architect to add acoustic panel ceiling as bid alternate.							
B	13039 Viall, Brian	3/22/2017	1.00	2.00	3.00	29.81	89.43	372.00
	Sump Pump / chem feed / monorail / manhole / EFR connection strainers / misc. coordination with all disciplines.							
B	13039 Viall, Brian	3/24/2017	1.50		1.50	44.72	44.72	186.00
	Sent DEQ Comments and modeling Scenarios to Sanitaire for them to model and assist in writing Variance for diffuser grids.							
B	13039 Viall, Brian	3/29/2017	2.00		2.00	59.62	59.62	248.00
	REview checking and sending revisions to Randy.							
B	13039 Viall, Brian	3/31/2017	2.00		2.00	59.62	59.62	248.00
	Red-lining drawings.							
B	13039 Viall, Brian	4/3/2017	2.50		2.50	74.53	74.53	310.00
	Revision Comments for Twila on RCB Drawings.							
B	13039 Viall, Brian	4/4/2017	2.00		2.00	59.62	59.62	248.00
	Final Coordination among disciplines for drawings/specs.							
B	13039 Viall, Brian	4/5/2017	1.00		1.00	29.81	29.81	124.00
	Effluent Reuse Bid Alternates Notes on SW Sheets.							
B	13039 Viall, Brian	4/6/2017	1.00		1.00	29.81	29.81	124.00
	Effluent Reuse Bid Alternate Scope.							
B	13039 Viall, Brian	4/7/2017	1.50		1.50	44.72	44.72	186.00
	Review of							
B	13039 Viall, Brian	4/10/2017	1.00		1.00	29.81	29.81	124.00
	Review Drawings, red-lines, added comments on Demo sheets, bid document coordination.							
B	13039 Viall, Brian	4/11/2017	1.00		1.00	29.81	29.81	124.00
	Review Drawings, red-lines, added comments on Demo sheets, bid document coordination.							
B	13039 Viall, Brian	4/12/2017	1.00		1.00	29.81	29.81	124.00
	Review Drawings, red-lines, added comments on Demo sheets, bid document coordination.							
B	13039 Viall, Brian	4/13/2017	1.00		1.00	29.81	29.81	124.00
	Review Drawings, red-lines, added comments on Demo sheets, bid document coordination.							

			Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
B	13039 Viall, Brian	4/14/2017	4.00		4.00	119.24	119.24	496.00
	Review Drawings, red-lines, added comments on Demo sheets, bid document coordination.							
B	13039 Viall, Brian	4/17/2017	1.00		1.00	29.81	29.81	124.00
	review / checking plan drawings.							
B	13039 Viall, Brian	4/18/2017	1.00		1.00	29.81	29.81	124.00
	review project drawings.							
B	13039 Viall, Brian	4/25/2017	2.00		2.00	59.62	59.62	248.00
	Project review, checking, and coordination with Drafting.							
Total for 13039			<b>61.00</b>	<b>7.00</b>	<b>68.00</b>	<b>1,818.43</b>	<b>2,027.10</b>	<b>8,432.00</b>
Total for Review - Checking			<b>63.00</b>	<b>7.00</b>	<b>70.00</b>	<b>1,875.07</b>	<b>2,083.74</b>	<b>8,632.00</b>
216 Shop Drawing Review								
B	12831 Pataky, Kody	2/25/2017		4.00	4.00		119.44	496.00
	xylem review							
Total for 12831				<b>4.00</b>	<b>4.00</b>		<b>119.44</b>	<b>496.00</b>
B	12905 Salber, Jason	2/7/2017	.75		.75	31.30	31.30	111.00
	Started looking over the Xylem submittal package.							
Total for 12905			<b>.75</b>		<b>.75</b>	<b>31.30</b>	<b>31.30</b>	<b>111.00</b>
B	13039 Viall, Brian	2/8/2017	1.00		1.00	29.81	29.81	124.00
	Shop Drawing Reviews.							
B	13039 Viall, Brian	2/9/2017	1.00		1.00	29.81	29.81	124.00
	Sanitaire Shop Drawing Review & coordination with Electrical.							
B	13039 Viall, Brian	2/10/2017	1.00		1.00	29.81	29.81	124.00
	Decanter Actuator Review and shop drawing data collection from Sanitaire.							
B	13039 Viall, Brian	2/13/2017	2.00		2.00	59.62	59.62	248.00
	Shop Drawing Review of Electrical / call with Sanitaire to clarify / coordination with Electrical.							
B	13039 Viall, Brian	2/17/2017	3.00		3.00	89.43	89.43	372.00
	Blower Shop Drawing Review.							
B	13039 Viall, Brian	2/20/2017	1.00		1.00	29.81	29.81	124.00
	Shop Drawing Review - Xylem 1.0 - Mechanical.							
B	13039 Viall, Brian	3/1/2017	1.00		1.00	29.81	29.81	124.00
	Xylem 1.0 & 2.0 reviews and research for electrical group & shop drawing response.							
B	13039 Viall, Brian	3/2/2017	2.00		2.00	59.62	59.62	248.00
	Xylem 1.0 & 2.0 reviews and research for electrical group & shop drawing response.							
B	13039 Viall, Brian	3/3/2017	1.50		1.50	44.72	44.72	186.00
	Xylem 1.0 & 2.0 reviews and research for electrical group & shop drawing response.							
B	13039 Viall, Brian	4/2/2017		2.00	2.00		59.62	248.00
	Wrapped up and coordinated comments on Xylem 1.0; 2.0; & 3.0.							
B	13039 Viall, Brian	4/4/2017	1.50		1.50	44.72	44.72	186.00
	Returned comments on Xylem 1.0; 2.0; & 3.0.							
B	13039 Viall, Brian	4/5/2017	.50		.50	14.91	14.91	62.00
	Spec-prep with Karen Horge.							
Total for 13039			<b>15.50</b>	<b>2.00</b>	<b>17.50</b>	<b>462.07</b>	<b>521.69</b>	<b>2,170.00</b>
Total for Shop Drawing Review			<b>16.25</b>	<b>6.00</b>	<b>22.25</b>	<b>493.37</b>	<b>672.43</b>	<b>2,777.00</b>
217 Specifications								
B	12347 Ackerman, Nickolaus	2/28/2017	1.00		1.00	30.72	30.72	124.00
	specificatin addition/modifications							
Total for 12347			<b>1.00</b>		<b>1.00</b>	<b>30.72</b>	<b>30.72</b>	<b>124.00</b>
B	12551 Geiger, Jordan	3/28/2017	.50		.50	16.16	16.16	62.00
	Hoist Specification, Coordination w/ Brian V							
Total for 12551			<b>.50</b>		<b>.50</b>	<b>16.16</b>	<b>16.16</b>	<b>62.00</b>
B	12674 Jungwirth, Scott	3/9/2017	2.00		2.00	56.64	56.64	200.00
	specifications							
B	12674 Jungwirth, Scott	3/10/2017	3.00		3.00	84.96	84.96	300.00
	specifications							
B	12674 Jungwirth, Scott	3/29/2017	2.25		2.25	63.72	63.72	225.00
	Update specifications.							
B	12674 Jungwirth, Scott	3/30/2017	2.50	.75	3.25	70.80	92.04	325.00
	Update specifications.							



				Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
B	12674	Jungwirth, Scott	3/31/2017	3.75	.75	4.50	106.20	127.44	450.00
		Update specifications.							
B	12674	Jungwirth, Scott	4/10/2017		1.00	1.00		28.32	100.00
		Specifications							
B	12674	Jungwirth, Scott	4/12/2017	2.00		2.00	56.64	56.64	200.00
		Specifications							
B	12674	Jungwirth, Scott	4/13/2017	2.00		2.00	56.64	56.64	200.00
		Specifications							
B	12674	Jungwirth, Scott	4/14/2017	4.00		4.00	113.28	113.28	400.00
		Specifications							
B	12674	Jungwirth, Scott	4/18/2017	3.50		3.50	99.12	99.12	350.00
		Specifications							
B	12674	Jungwirth, Scott	4/21/2017	2.00		2.00	56.64	56.64	200.00
		Specification review and updates							
B	12674	Jungwirth, Scott	4/24/2017	.50	.50	1.00	14.16	28.32	100.00
		specifications							
B	12674	Jungwirth, Scott	4/25/2017	2.00		2.00	56.64	56.64	200.00
		specifications							
B	12674	Jungwirth, Scott	4/26/2017		.25	.25		7.08	25.00
		specifications							
B	12674	Jungwirth, Scott	4/27/2017	3.00		3.00	84.96	84.96	300.00
		specifications							
Total for 12674				<b>32.50</b>	<b>3.25</b>	<b>35.75</b>	<b>920.40</b>	<b>1,012.44</b>	<b>3,575.00</b>
B	12831	Pataky, Kody	3/9/2017	4.00		4.00	119.44	119.44	496.00
		Specs							
B	12831	Pataky, Kody	3/15/2017	3.00		3.00	89.58	89.58	372.00
		specs							
B	12831	Pataky, Kody	3/17/2017	2.00		2.00	59.72	59.72	248.00
		Spec review							
Total for 12831				<b>9.00</b>		<b>9.00</b>	<b>268.74</b>	<b>268.74</b>	<b>1,116.00</b>
B	12905	Salber, Jason	3/30/2017	1.75	3.00	4.75	73.03	198.22	703.00
		Starting Specs							
B	12905	Salber, Jason	3/31/2017	2.25	.50	2.75	93.89	114.76	407.00
		Working on Specs							
B	12905	Salber, Jason	4/1/2017		4.50	4.50		187.79	666.00
		Working on specifications for the project.							
B	12905	Salber, Jason	4/2/2017		3.25	3.25		135.62	481.00
		Working on specifications for the project.							
B	12905	Salber, Jason	4/3/2017	2.75		2.75	114.76	114.76	407.00
		Working on final specifications.							
Total for 12905				<b>6.75</b>	<b>11.25</b>	<b>18.00</b>	<b>281.68</b>	<b>751.15</b>	<b>2,664.00</b>
B	13039	Viall, Brian	2/15/2017	2.00		2.00	59.62	59.62	248.00
		Review of Bid Opening requirements - Construction Budget, coordination of altern							
B	13039	Viall, Brian	2/16/2017	3.00		3.00	89.43	89.43	372.00
		Specifications: Bid Form and Div 01 Alternantes definitions.							
B	13039	Viall, Brian	2/17/2017	2.00		2.00	59.62	59.62	248.00
		Specifications: Front Ends & overall spec review.							
B	13039	Viall, Brian	3/10/2017	1.00		1.00	29.81	29.81	124.00
		Spec Writing / Coordination.							
B	13039	Viall, Brian	3/15/2017	1.00		1.00	29.81	29.81	124.00
		Coating / process identification / Compost System.							
B	13039	Viall, Brian	3/17/2017	1.00		1.00	29.81	29.81	124.00
		Compost facility specs, trommel screen.							
B	13039	Viall, Brian	3/19/2017		2.00	2.00		59.62	248.00
		Equipment Specs / Coating Specs							
B	13039	Viall, Brian	3/31/2017	.75		.75	22.36	22.36	93.00
		Coordinating specifications							

			Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
B	13039 Viall, Brian	4/4/2017	1.50		1.50	44.72	44.72	186.00
	Bid Form Strategy, Alternates, and Payment Procedures for Shannon.							
B	13039 Viall, Brian	4/5/2017	1.50		1.50	44.72	44.72	186.00
	Bid Form Strategy, Alternates, and Payment Procedures for Shannon. Developed Bid Form. Coordinated other specifications.							
B	13039 Viall, Brian	4/7/2017	2.00		2.00	59.62	59.62	248.00
	Blower Package Delivery Notes & Other Spec coordination & direction to karen.							
B	13039 Viall, Brian	4/11/2017	2.00		2.00	59.62	59.62	248.00
	Specifications Review, edits, etc.							
B	13039 Viall, Brian	4/12/2017	1.00		1.00	29.81	29.81	124.00
	Specifications Review, edits, etc.							
B	13039 Viall, Brian	4/13/2017		1.50	1.50		44.72	186.00
	Specifications Review, edits, etc.							
B	13039 Viall, Brian	4/17/2017	.50		.50	14.91	14.91	62.00
	Spec review.							
B	13039 Viall, Brian	4/18/2017	1.00		1.00	29.81	29.81	124.00
	spec revisions for chem feed pumps and dewatering.							
B	13039 Viall, Brian	4/25/2017	1.00		1.00	29.81	29.81	124.00
	PProject Specs and Coordiation on specs with TD&H.							
B	13039 Viall, Brian	4/26/2017	4.00		4.00	119.24	119.24	496.00
	project specifications.							
B	13039 Viall, Brian	4/27/2017	2.00		2.00	59.62	59.62	248.00
	Project specifications.							
B	13039 Viall, Brian	5/8/2017	1.00		1.00	29.81	29.81	124.00
	Gave update & direction for Randy to revise drawings.							
B	13039 Viall, Brian	5/9/2017	2.00		2.00	59.62	59.62	248.00
	Specs QA/QC & Updating							
B	13039 Viall, Brian	5/11/2017	1.50		1.50	44.72	44.72	186.00
	Specs QA/QC & Updating.							
	Total for 13039		<b>31.75</b>	<b>3.50</b>	<b>35.25</b>	<b>946.49</b>	<b>1,050.83</b>	<b>4,371.00</b>
	Total for Specifications		<b>81.50</b>	<b>18.00</b>	<b>99.50</b>	<b>2,464.19</b>	<b>3,130.04</b>	<b>11,912.00</b>
218 Funding Administration								
B	13039 Viall, Brian	2/17/2017	1.00		1.00	29.81	29.81	124.00
	USDA-RD Funding Follow Ups and to-do lists.							
B	13039 Viall, Brian	3/1/2017	1.00		1.00	29.81	29.81	124.00
	Right-of-way communications/ paperwork/ & filing maint for USDA-RD.							
B	13039 Viall, Brian	3/2/2017		1.00	1.00		29.81	124.00
	Right-of-way communications/ paperwork/ & filing maint for USDA-RD.							
B	13039 Viall, Brian	3/3/2017	.50		.50	14.91	14.91	62.00
	Right-of-way communications/ paperwork/ & filing maint for USDA-RD.							
B	13039 Viall, Brian	3/6/2017	2.00		2.00	59.62	59.62	248.00
	General Funding Administration: 1 hr USDA Funding Admin: 1 hr							
B	13039 Viall, Brian	3/7/2017	1.00		1.00	29.81	29.81	124.00
	Funding Agency Conference Call - Mostly USDA driven							
B	13039 Viall, Brian	3/8/2017	1.00		1.00	29.81	29.81	124.00
	USDA- RD FUNDING ADMIN							
B	13039 Viall, Brian	3/9/2017	.50		.50	14.91	14.91	62.00
	USDA Funding Admin.							
B	13039 Viall, Brian	3/10/2017	.50		.50	14.91	14.91	62.00
	DEQ REVIEW COMMENTS.							
B	13039 Viall, Brian	3/14/2017	1.00		1.00	29.81	29.81	124.00
	Answer questions for Jerry Paddock at DEQ. USDA-RD Letter of Conditions check offs.							
B	13039 Viall, Brian	3/15/2017	1.00		1.00	29.81	29.81	124.00
	Answer questions for Jerry Paddock at DEQ. USDA-RD Letter of Conditions check offs.							
B	13039 Viall, Brian	3/17/2017	1.00		1.00	29.81	29.81	124.00
	Answer questions for Jerry Paddock at DEQ. USDA-RD Letter of Conditions check offs.							
B	13039 Viall, Brian	3/20/2017	.50		.50	14.91	14.91	62.00
	USDA Funding follow up / clarifications.							

Project Detail			Job-to-Date through 11/30/2017			Wednesday, November 22, 2017 3:2		
			Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
B	13039	Viall, Brian 3/21/2017	2.00		2.00	59.62	59.62	248.00
		Funding Admin - checking on TSEP / working with Paige on Letter of Conditions and Budget. USDA-RD Work to satisfy LLetter of Conditions.						
B	13039	Viall, Brian 3/22/2017	1.00		1.00	29.81	29.81	124.00
		Project Funding Admin Call. USDA RD						
B	13039	Viall, Brian 3/23/2017	1.00		1.00	29.81	29.81	124.00
		Project Funding: USDA LLetter of Conditions internal and external coordination with City.						
B	13039	Viall, Brian 3/24/2017	1.00		1.00	29.81	29.81	124.00
		USDA-RD - Contracts and other Letter of Conditions requirements.						
B	13039	Viall, Brian 3/29/2017	2.00		2.00	59.62	59.62	248.00
		Responses to DEQ Review Letter						
B	13039	Viall, Brian 3/30/2017	.50		.50	14.91	14.91	62.00
		DEQ Review Comment responses.						
Total for 13039			<b>18.50</b>	<b>1.00</b>	<b>19.50</b>	<b>551.51</b>	<b>581.32</b>	<b>2,418.00</b>
Total for Funding Administration			<b>18.50</b>	<b>1.00</b>	<b>19.50</b>	<b>551.51</b>	<b>581.32</b>	<b>2,418.00</b>
306 SCADA / HMI Programming								
B	12674	Jungwirth, Scott 3/28/2017	.75		.75	21.24	21.24	75.00
		update P&IDs						
B	12674	Jungwirth, Scott 3/29/2017	1.25		1.25	35.40	35.40	125.00
		Update control narrative						
B	12674	Jungwirth, Scott 3/30/2017	1.00		1.00	28.32	28.32	100.00
		Control Narrative						
B	12674	Jungwirth, Scott 3/31/2017	1.00		1.00	28.32	28.32	100.00
		Control Narrative						
Total for 12674			<b>4.00</b>		<b>4.00</b>	<b>113.28</b>	<b>113.28</b>	<b>400.00</b>
Total for SCADA / HMI Programming			<b>4.00</b>		<b>4.00</b>	<b>113.28</b>	<b>113.28</b>	<b>400.00</b>
310 P&ID Development								
B	12905	Salber, Jason 2/6/2017	2.75	.50	3.25	114.76	135.63	481.00
		Working though some information and items for P&IDs.						
B	12905	Salber, Jason 2/7/2017	2.75		2.75	114.76	114.76	407.00
		Going through P&ID markups to see how things are looking.						
		Looking up information on some different items.						
B	12905	Salber, Jason 3/2/2017	5.50	1.00	6.50	229.52	271.25	962.00
		Working on Updating P&IDs. Going through process to make sure things line up with the P&IDs.						
B	12905	Salber, Jason 3/5/2017		1.50	1.50		62.60	222.00
		Working on P&IDs - P&IDs appear to NOT match process drawings, so working through updating to match. Made numerous phone calls / had many discussions with process and electrical to make sure everything was corrected on the P&IDs. Working on tagging to make sure it flows as it's supposed to. Working on Electrical / I&C portion of the P&IDs while updating the process portion and tagging.						
B	12905	Salber, Jason 3/7/2017	12.00	1.75	13.75	500.76	573.79	2,035.00
		Working on P&IDs - P&IDs appear to NOT match process drawings, so working through updating to match. Made numerous phone calls / had many discussions with process and electrical to make sure everything was corrected on the P&IDs. Working on tagging to make sure it flows as it's supposed to. Working on Electrical / I&C portion of the P&IDs while updating the process portion and tagging.						
B	12905	Salber, Jason 3/8/2017	8.00	6.25	14.25	333.84	594.65	2,109.00
		Working on P&IDs - P&IDs appear to NOT match process drawings, so working through updating to match. Made numerous phone calls / had many discussions with process and electrical to make sure everything was corrected on the P&IDs. Working on tagging to make sure it flows as it's supposed to. Working on Electrical / I&C portion of the P&IDs while updating the process portion and tagging.						
B	12905	Salber, Jason 3/9/2017	8.00	7.50	15.50	333.84	646.82	2,294.00
		Working on P&IDs - P&IDs appear to NOT match process drawings, so working through updating to match. Made numerous phone calls / had many discussions with process and electrical to make sure everything was corrected on the P&IDs. Working on tagging to make sure it flows as it's supposed to. Working on Electrical / I&C portion of the P&IDs while updating the process portion and tagging.						
B	12905	Salber, Jason 3/10/2017	8.00	1.00	9.00	333.84	375.57	1,332.00
		Working on P&IDs - P&IDs appear to NOT match process drawings, so working through updating to match. Made numerous phone calls / had many discussions with process and electrical to make sure everything was corrected on the P&IDs. Working on tagging to make sure it flows as it's supposed to. Working on Electrical / I&C portion of the P&IDs while updating the process portion and tagging.						
B	12905	Salber, Jason 3/12/2017		6.00	6.00		250.38	888.00
		Working on P&IDs - P&IDs appear to NOT match process drawings, so working through updating to match. Made numerous phone calls / had many discussions with process and electrical to make sure everything was corrected on the P&IDs. Working on tagging to make sure it flows as it's supposed to. Working on Electrical / I&C portion of the P&IDs while updating the process portion and tagging.						

				Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
B	12905	Salber, Jason	3/13/2017	6.25	1.00	7.25	260.81	302.54	1,073.00
				Working on P&IDs - P&IDs appear to NOT match process drawings, so working through updating to match. Made numerous phone calls / had many discussions with process and electrical to make sure everything was corrected on the P&IDs. Working on tagging to make sure it flows as it's supposed to. Working on Electrical / I&C portion of the P&IDs while updating the process portion and tagging.					
B	12905	Salber, Jason	3/14/2017	8.00	6.00	14.00	333.84	584.22	2,072.00
				Working on P&IDs - P&IDs appear to NOT match process drawings, so working through updating to match. Made numerous phone calls / had many discussions with process and electrical to make sure everything was corrected on the P&IDs. Working on tagging to make sure it flows as it's supposed to. Working on Electrical / I&C portion of the P&IDs while updating the process portion and tagging.					
B	12905	Salber, Jason	3/31/2017	1.50		1.50	62.60	62.60	222.00
				Making minor modifications as needed.					
Total for 12905				<b>62.75</b>	<b>32.50</b>	<b>95.25</b>	<b>2,618.57</b>	<b>3,974.81</b>	<b>14,097.00</b>
B	13084	Woessner, Michael	4/17/2017	3.00		3.00	72.00	72.00	318.00
				P&ID Drafting					
B	13084	Woessner, Michael	4/25/2017	1.00	1.00	2.00	24.00	48.00	212.00
				P&ID Drafting					
Total for 13084				<b>4.00</b>	<b>1.00</b>	<b>5.00</b>	<b>96.00</b>	<b>120.00</b>	<b>530.00</b>
Total for P&ID Development				<b>66.75</b>	<b>33.50</b>	<b>100.25</b>	<b>2,714.57</b>	<b>4,094.81</b>	<b>14,627.00</b>
401 CADD / Drafting / Computer									
* B	12722	Leppala, Randolph	2/1/2017	4.00		4.00	204.40	204.40	716.00
				CAD drafting and design					
* B	12722	Leppala, Randolph	2/17/2017	5.00		5.00	255.50	255.50	895.00
				CAD drafting and design					
* B	12722	Leppala, Randolph	2/21/2017	3.00		3.00	153.30	153.30	537.00
				CAD drafting and design					
* B	12722	Leppala, Randolph	2/22/2017	2.00		2.00	102.20	102.20	358.00
				CAD drafting and design					
* B	12722	Leppala, Randolph	2/23/2017	4.00		4.00	204.40	204.40	716.00
				CAD drafting and design					
* B	12722	Leppala, Randolph	2/27/2017	4.00		4.00	204.40	204.40	716.00
				CAD drafting and design					
Total for 12722				<b>22.00</b>		<b>22.00</b>	<b>1,124.20</b>	<b>1,124.20</b>	<b>3,938.00</b>
Total for CADD / Drafting / Computer				<b>22.00</b>		<b>22.00</b>	<b>1,124.20</b>	<b>1,124.20</b>	<b>3,938.00</b>
411 QA/QC									
B	12831	Pataky, Kody	3/22/2017	4.00		4.00	119.44	119.44	496.00
				SPB QA/QC					
B	12831	Pataky, Kody	3/24/2017	4.00		4.00	119.44	119.44	496.00
				Spec QA/QC					
B	12831	Pataky, Kody	3/30/2017	7.00		7.00	209.02	209.02	868.00
				final coordination and picking up comments made by Adam					
B	12831	Pataky, Kody	3/31/2017	2.00	.50	2.50	59.72	74.65	310.00
				changes for Adam, mainly panel board changes					
B	12831	Pataky, Kody	4/3/2017	2.50		2.50	74.65	74.65	310.00
				final changes, checking Salber specs and exporting all specs					
Total for 12831				<b>19.50</b>	<b>.50</b>	<b>20.00</b>	<b>582.27</b>	<b>597.20</b>	<b>2,480.00</b>
B	13039	Viall, Brian	5/1/2017	1.00		1.00	29.81	29.81	124.00
				QA/QC Review, comments, revisions.					
B	13039	Viall, Brian	5/2/2017	1.00		1.00	29.81	29.81	124.00
				QA/QC Review, comments, revisions.					
Total for 13039				<b>2.00</b>		<b>2.00</b>	<b>59.62</b>	<b>59.62</b>	<b>248.00</b>
Total for QA/QC				<b>21.50</b>	<b>.50</b>	<b>22.00</b>	<b>641.89</b>	<b>656.82</b>	<b>2,728.00</b>
712 Secretarial									
B	12677	Kalin-Horge, Karen	2/8/2017	.25		.25	6.46	6.46	25.00
				file search					
B	12677	Kalin-Horge, Karen	4/5/2017	.75		.75	19.39	19.39	75.00
				comm. w/Viall about compiling, start downloading					
B	12677	Kalin-Horge, Karen	4/6/2017	.25		.25	6.46	6.46	25.00
				download files					

			Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
B	12677 Kalin-Horge, Karen	4/7/2017	1.50		1.50	38.78	38.78	150.00
	compile plans, start on specs							
B	12677 Kalin-Horge, Karen	4/25/2017	.50		.50	12.93	12.93	50.00
	replace structural final specs							
B	12677 Kalin-Horge, Karen	4/26/2017	2.25	2.00	4.25	58.16	109.86	425.00
	updating civil specs on server, editing specs and TOC, replacing arch. plans, manf. submittal							
B	12677 Kalin-Horge, Karen	4/27/2017	.50		.50	12.93	12.93	50.00
	replacing drawings							
	Total for 12677		<b>6.00</b>	<b>2.00</b>	<b>8.00</b>	<b>155.11</b>	<b>206.81</b>	<b>800.00</b>
	Total for Secretarial		<b>6.00</b>	<b>2.00</b>	<b>8.00</b>	<b>155.11</b>	<b>206.81</b>	<b>800.00</b>
	<b>Total for Labor</b>		<b>952.00</b>	<b>161.00</b>	<b>1,113.00</b>	<b>34,053.98</b>	<b>39,929.87</b>	<b>151,777.25</b>
	<b>Total for Overhead</b>						<b>109,259.26</b>	
	<b>Total for Labor and Overhead</b>		<b>952.00</b>	<b>161.00</b>	<b>1,113.00</b>	<b>34,053.98</b>	<b>149,189.13</b>	<b>151,777.25</b>
	<b>Total for 03</b>		<b>952.00</b>	<b>161.00</b>	<b>1,113.00</b>	<b>34,053.98</b>	<b>149,189.13</b>	<b>151,777.25</b>

**Task Number: 04 60% Design CAD**

Principal:	Brett Jochim	% Complete:		Direct Labor:	100,000.00
Project Manager:	Scott Buecker	Labor % Complete:		Direct Expense:	
Client:	City of Livingston	Expense % Complete:		Direct Consultant:	
Organization:	ADV:BOZ	Start Date:		Reimbursable Expense:	
Status:	Active	Complete Date:		Reimbursable Consultant:	
Type:	Regular			Total Fee:	100,000.00
Revenue Method:	WH	Budgeted OH Rate:		Multiplier/Amount:	

**Labor**

## 310 P&amp;ID Development

B	13084 Woessner, Michael	3/1/2017	8.00	1.50	9.50	192.00	228.00	1,007.00
	P&ID Design / Drafting							
B	13084 Woessner, Michael	3/2/2017	8.00	2.00	10.00	192.00	240.00	1,060.00
	P&ID Design / Drafting							
B	13084 Woessner, Michael	3/3/2017	8.00		8.00	192.00	192.00	848.00
	P&ID Design / Drafting							
B	13084 Woessner, Michael	3/5/2017		6.00	6.00		144.00	636.00
	P&ID Design / Drafting							
B	13084 Woessner, Michael	3/6/2017	7.00	1.50	8.50	168.00	204.00	901.00
	P&ID Design / Drafting							
B	13084 Woessner, Michael	3/7/2017	7.00	1.00	8.00	168.00	192.00	848.00
	P&ID Design / Drafting							
B	13084 Woessner, Michael	3/8/2017	8.00	1.00	9.00	192.00	216.00	954.00
	P&ID Design / Drafting							
B	13084 Woessner, Michael	3/9/2017	8.00	.50	8.50	192.00	204.00	901.00
	P&ID Design / Drafting							
B	13084 Woessner, Michael	3/10/2017	8.00	.50	8.50	192.00	204.00	901.00
	P&ID Design / Drafting							
B	13084 Woessner, Michael	3/12/2017		7.00	7.00		168.00	742.00
	P&ID Design / Drafting							
B	13084 Woessner, Michael	3/13/2017	7.00		7.00	168.00	168.00	742.00
	P&ID Design / Drafting							
B	13084 Woessner, Michael	3/14/2017	6.00	.50	6.50	144.00	156.00	689.00
	P&ID Design / Drafting							
B	13084 Woessner, Michael	3/15/2017	8.00	2.00	10.00	192.00	240.00	1,060.00
	P&ID Design / Drafting							
B	13084 Woessner, Michael	3/16/2017	5.50	1.00	6.50	132.00	156.00	689.00
	P&ID Design / Drafting							
	Total for 13084		<b>88.50</b>	<b>24.50</b>	<b>113.00</b>	<b>2,124.00</b>	<b>2,712.00</b>	<b>11,978.00</b>
	Total for P&ID Development		<b>88.50</b>	<b>24.50</b>	<b>113.00</b>	<b>2,124.00</b>	<b>2,712.00</b>	<b>11,978.00</b>

				Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
401 CADD / Drafting / Computer									
B	12742	Manfredini, Peter	3/11/2017		6.00	6.00		234.90	858.00
		Electrical AutoCAD							
B	12742	Manfredini, Peter	3/13/2017	7.00	6.00	13.00	274.05	508.95	1,859.00
		Electrical AutoCAD							
B	12742	Manfredini, Peter	3/14/2017	6.00	4.00	10.00	234.90	391.50	1,430.00
		Electrical AutoCAD							
B	12742	Manfredini, Peter	3/15/2017	8.00	5.00	13.00	313.20	508.95	1,859.00
		Electrical AutoCAD							
B	12742	Manfredini, Peter	3/16/2017	2.00	2.00	4.00	78.30	156.60	572.00
		Electrical AutoCAD							
B	12742	Manfredini, Peter	3/17/2017	2.00		2.00	78.30	78.30	286.00
		Electrical AutoCAD							
Total for 12742				<b>25.00</b>	<b>23.00</b>	<b>48.00</b>	<b>978.75</b>	<b>1,879.20</b>	<b>6,864.00</b>
B	12962	Smith, Ian	3/1/2017	7.00		7.00	133.35	133.35	574.00
		Electrical AutoCAD - Plan Sheets							
B	12962	Smith, Ian	3/2/2017	8.00		8.00	152.40	152.40	656.00
		Electrical AutoCAD - Plan Sheets							
B	12962	Smith, Ian	3/3/2017	8.00		8.00	152.40	152.40	656.00
		Electrical AutoCAD - Plan Sheets							
B	12962	Smith, Ian	3/4/2017		7.00	7.00		133.35	574.00
		Electrical AutoCAD - Plan Sheets							
B	12962	Smith, Ian	3/5/2017		3.50	3.50		66.68	287.00
		Electrical AutoCAD - Plan Sheets							
B	12962	Smith, Ian	3/6/2017	7.50	2.00	9.50	142.88	180.98	779.00
		Electrical AutoCAD - Plan Sheets							
B	12962	Smith, Ian	3/7/2017	8.00	2.00	10.00	152.40	190.50	820.00
		Electrical AutoCAD - Plan Sheets							
B	12962	Smith, Ian	3/8/2017	8.00	4.00	12.00	152.40	228.60	984.00
		Electrical AutoCAD - Plan Sheets							
B	12962	Smith, Ian	3/9/2017	8.00	4.00	12.00	152.40	228.60	984.00
		Electrical AutoCAD - Plan Sheets							
B	12962	Smith, Ian	3/10/2017	8.00	4.00	12.00	152.40	228.60	984.00
		Electrical AutoCAD - Plan Sheets and Schedules							
B	12962	Smith, Ian	3/11/2017		5.00	5.00		95.25	410.00
		Electrical AutoCAD - Plan Sheets							
B	12962	Smith, Ian	3/13/2017	7.50	2.00	9.50	142.88	180.98	779.00
		Electrical AutoCAD - Plan Sheets							
B	12962	Smith, Ian	3/14/2017	8.00	5.00	13.00	152.40	247.65	1,066.00
		Electrical AutoCAD - Plan Sheets							
B	12962	Smith, Ian	3/15/2017	8.00	5.00	13.00	152.40	247.65	1,066.00
		Electrical AutoCAD - Plan Sheets							
B	12962	Smith, Ian	3/16/2017	8.00	3.00	11.00	152.40	209.55	902.00
		Electrical AutoCAD - Plan Sheets and Schedules							
B	12962	Smith, Ian	3/17/2017	7.50	1.00	8.50	142.88	161.93	697.00
		Electrical AutoCAD - PDF Review Set							
B	12962	Smith, Ian	3/20/2017	1.00		1.00	19.05	19.05	82.00
		Electrical AutoCAD - Plan Sheets							
B	12962	Smith, Ian	3/24/2017	5.00		5.00	95.25	95.25	410.00
		Electrical AutoCAD - Plan Sheets							
Total for 12962				<b>107.50</b>	<b>47.50</b>	<b>155.00</b>	<b>2,047.89</b>	<b>2,952.77</b>	<b>12,710.00</b>
Total for CADD / Drafting / Computer				<b>132.50</b>	<b>70.50</b>	<b>203.00</b>	<b>3,026.64</b>	<b>4,831.97</b>	<b>19,574.00</b>
<b>Total for Labor</b>				<b>221.00</b>	<b>95.00</b>	<b>316.00</b>	<b>5,150.64</b>	<b>7,543.97</b>	<b>31,552.00</b>
<b>Total for Overhead</b>								<b>41,710.86</b>	
<b>Total for Labor and Overhead</b>				<b>221.00</b>	<b>95.00</b>	<b>316.00</b>	<b>5,150.64</b>	<b>49,254.83</b>	<b>31,552.00</b>
<b>Total for 04</b>				<b>221.00</b>	<b>95.00</b>	<b>316.00</b>	<b>5,150.64</b>	<b>49,254.83</b>	<b>31,552.00</b>

			Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
<b>Task Number: 05 90% Design CAD</b>								
Principal:	Brett Jochim	% Complete:				Direct Labor:		100,000.00
Project Manager:	Scott Buecker	Labor % Complete:				Direct Expense:		
Client:	City of Livingston	Expense % Complete:				Direct Consultant:		
Organization:	ADV:BOZ	Start Date:				Reimbursable Expense:		
Status:	Active	Complete Date:				Reimbursable Consultant:		
Type:	Regular					Total Fee:		100,000.00
Revenue Method:	WH	Budgeted OH Rate:				Multiplier/Amount:		
<b>Labor</b>								
216 Shop Drawing Review								
B	13039 Viall, Brian	3/8/2017	1.00		1.00	29.81	29.81	124.00
Shop Drawing Review Coordination.								
Total for 13039			<b>1.00</b>		<b>1.00</b>	<b>29.81</b>	<b>29.81</b>	<b>124.00</b>
Total for Shop Drawing Review			<b>1.00</b>		<b>1.00</b>	<b>29.81</b>	<b>29.81</b>	<b>124.00</b>
712 Secretarial								
B	12973 Sorby, Mindy	5/23/2017	3.50		3.50	62.13	62.13	241.50
Bind Plans (Volumes 1-2) and Specs (Volumes 1-3) for project								
Total for 12973			<b>3.50</b>		<b>3.50</b>	<b>62.13</b>	<b>62.13</b>	<b>241.50</b>
Total for Secretarial			<b>3.50</b>		<b>3.50</b>	<b>62.13</b>	<b>62.13</b>	<b>241.50</b>
<b>Total for Labor</b>			<b>4.50</b>		<b>4.50</b>	<b>91.94</b>	<b>91.94</b>	<b>365.50</b>
<b>Total for Overhead</b>							<b>4,266.16</b>	
<b>Total for Labor and Overhead</b>			<b>4.50</b>		<b>4.50</b>	<b>91.94</b>	<b>4,358.10</b>	<b>365.50</b>
<b>Total for 05</b>			<b>4.50</b>		<b>4.50</b>	<b>91.94</b>	<b>4,358.10</b>	<b>365.50</b>
<b>Task Number: 06 Final Design CAD</b>								
Principal:	Brett Jochim	% Complete:				Direct Labor:		920.00
Project Manager:	Scott Buecker	Labor % Complete:				Direct Expense:		
Client:	City of Livingston	Expense % Complete:				Direct Consultant:		
Organization:	ADV:BOZ	Start Date:				Reimbursable Expense:		
Status:	Active	Complete Date:				Reimbursable Consultant:		
Type:	Regular					Total Fee:		920.00
Revenue Method:	WH	Budgeted OH Rate:				Multiplier/Amount:		
<b>Labor</b>								
310 P&ID Development								
B	13084 Woessner, Michael	3/27/2017	3.00	.50	3.50	72.00	84.00	371.00
P&ID Design / Drafting								
B	13084 Woessner, Michael	3/28/2017	3.50		3.50	84.00	84.00	371.00
P&ID Design / Drafting								
B	13084 Woessner, Michael	3/30/2017	2.00	.50	2.50	48.00	60.00	265.00
P&ID Design / Drafting								
B	13084 Woessner, Michael	3/31/2017	7.50		7.50	180.00	180.00	795.00
P&ID Design / Drafting								
B	13084 Woessner, Michael	4/2/2017	4.00		4.00	96.00	96.00	424.00
P&ID Design / Drafting								
B	13084 Woessner, Michael	4/3/2017	2.50		2.50	60.00	60.00	265.00
P&ID Design / Drafting								
Total for 13084			<b>22.50</b>	<b>1.00</b>	<b>23.50</b>	<b>540.00</b>	<b>564.00</b>	<b>2,491.00</b>
Total for P&ID Development			<b>22.50</b>	<b>1.00</b>	<b>23.50</b>	<b>540.00</b>	<b>564.00</b>	<b>2,491.00</b>
401 CADD / Drafting / Computer								
B	12680 Kemp, Twila	3/17/2017	1.00		1.00	31.25	31.25	113.00
Livingston WRF Upgrade Design - Vault revisions								
B	12680 Kemp, Twila	3/27/2017	1.50		1.50	46.88	46.88	169.50
Livingston WRF Upgrade Design - Vault drawings								
B	12680 Kemp, Twila	4/3/2017	3.00		3.00	93.75	93.75	339.00
Livingston WRF Upgrade Design - Redlines								

			Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
B	12680 Kemp, Twila	4/4/2017	5.00		5.00	156.25	156.25	565.00
	Livingston WRF Upgrade Design - Redlines							
B	12680 Kemp, Twila	4/14/2017	1.50		1.50	46.88	46.88	169.50
	Livingston WRF Upgrade Design - Redlines							
B	12680 Kemp, Twila	4/18/2017	9.00		9.00	281.25	281.25	1,017.00
	Livingston WRF Upgrade Design - Redlines							
B	12680 Kemp, Twila	4/24/2017	1.00		1.00	31.25	31.25	113.00
	Livingston WRF Upgrade Design - Redlines							
B	12680 Kemp, Twila	4/25/2017	2.00		2.00	62.50	62.50	226.00
	Livingston WRF Upgrade Design - Redlines							
B	12680 Kemp, Twila	4/26/2017	5.50		5.50	171.88	171.88	621.50
	Livingston WRF Upgrade Design - Redlines							
B	12680 Kemp, Twila	4/27/2017	3.00		3.00	93.75	93.75	339.00
	Livingston WRF Upgrade Design - Redlines							
B	12680 Kemp, Twila	6/23/2017	1.00		1.00	31.25	31.25	113.00
	Livingston WRF Upgrade Design - Redlines							
Total for 12680			<b>33.50</b>		<b>33.50</b>	<b>1,046.89</b>	<b>1,046.89</b>	<b>3,785.50</b>
B	12722 Leppala, Randolph	3/6/2017	5.00		5.00	255.50	255.50	895.00
	CAD drafting and design							
B	12722 Leppala, Randolph	3/7/2017	8.00		8.00	408.80	408.80	1,432.00
	CAD drafting and design							
B	12722 Leppala, Randolph	3/8/2017	8.00		8.00	408.80	408.80	1,432.00
	CAD drafting and design							
B	12722 Leppala, Randolph	3/9/2017	8.00		8.00	408.80	408.80	1,432.00
	CAD drafting and design							
B	12722 Leppala, Randolph	3/10/2017	7.00		7.00	357.70	357.70	1,253.00
	CAD drafting and design							
B	12722 Leppala, Randolph	3/13/2017	8.00		8.00	408.80	408.80	1,432.00
	CAD drafting and design							
B	12722 Leppala, Randolph	3/14/2017	8.00		8.00	408.80	408.80	1,432.00
	CAD drafting and design							
B	12722 Leppala, Randolph	3/15/2017	8.00		8.00	408.80	408.80	1,432.00
	CAD drafting and design							
B	12722 Leppala, Randolph	3/16/2017	8.00		8.00	408.80	408.80	1,432.00
	CAD drafting and design							
B	12722 Leppala, Randolph	3/17/2017	3.00		3.00	153.30	153.30	537.00
	CAD drafting and design							
B	12722 Leppala, Randolph	3/23/2017	4.00		4.00	204.40	204.40	716.00
	CAD drafting and design							
B	12722 Leppala, Randolph	3/24/2017	8.00		8.00	408.80	408.80	1,432.00
	CAD drafting and design							
B	12722 Leppala, Randolph	3/27/2017	3.00		3.00	153.30	153.30	537.00
	CAD drafting and design							
B	12722 Leppala, Randolph	3/28/2017	4.00		4.00	204.40	204.40	716.00
	CAD drafting and design							
B	12722 Leppala, Randolph	3/29/2017	4.00		4.00	204.40	204.40	716.00
	CAD drafting and design							
B	12722 Leppala, Randolph	3/30/2017	5.00		5.00	255.50	255.50	895.00
	CAD drafting and design							
B	12722 Leppala, Randolph	3/31/2017	7.00		7.00	357.70	357.70	1,253.00
	CAD drafting and design							
B	12722 Leppala, Randolph	4/3/2017	8.00		8.00	408.80	408.80	1,432.00
	CAD drafting and design							
B	12722 Leppala, Randolph	4/4/2017	3.00		3.00	153.30	153.30	537.00
	CAD drafting and design							
B	12722 Leppala, Randolph	4/7/2017	1.00		1.00	51.10	51.10	179.00
	CAD drafting and design							



				Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
B	12722	Leppala, Randolph	4/12/2017	2.00		2.00	102.20	102.20	358.00
		CAD drafting and design							
B	12722	Leppala, Randolph	4/19/2017	7.00		7.00	357.70	357.70	1,253.00
		CAD drafting and design							
B	12722	Leppala, Randolph	4/20/2017	4.00		4.00	204.40	204.40	716.00
		CAD drafting and design							
B	12722	Leppala, Randolph	4/26/2017	8.00		8.00	408.80	408.80	1,432.00
		CAD drafting and design							
B	12722	Leppala, Randolph	4/27/2017	8.00		8.00	408.80	408.80	1,432.00
		CAD drafting and design							
B	12722	Leppala, Randolph	5/2/2017	3.00		3.00	153.30	153.30	537.00
		CAD drafting and design							
B	12722	Leppala, Randolph	5/4/2017	2.00		2.00	102.20	102.20	358.00
		CAD drafting and design							
B	12722	Leppala, Randolph	5/11/2017	2.00		2.00	102.20	102.20	358.00
		CAD drafting and design							
B	12722	Leppala, Randolph	5/12/2017	3.00		3.00	153.30	153.30	537.00
		CAD drafting and design							
Total for 12722				<b>157.00</b>		<b>157.00</b>	<b>8,022.70</b>	<b>8,022.70</b>	<b>28,103.00</b>
B	12742	Manfredini, Peter	3/30/2017	6.00	4.00	10.00	234.90	391.50	1,430.00
		Electrical AutoCAD							
B	12742	Manfredini, Peter	3/31/2017	4.00	3.00	7.00	156.60	274.05	1,001.00
		Electrical AutoCAD							
B	12742	Manfredini, Peter	4/3/2017	2.00	2.00	4.00	78.30	156.60	572.00
		Electrical AutoCAD							
B	12742	Manfredini, Peter	4/24/2017	3.00		3.00	117.45	117.45	429.00
		Electrical AutoCAD							
Total for 12742				<b>15.00</b>	<b>9.00</b>	<b>24.00</b>	<b>587.25</b>	<b>939.60</b>	<b>3,432.00</b>
B	12962	Smith, Ian	3/28/2017	4.00		4.00	76.20	76.20	328.00
		Electrical AutoCAD - Plan Sheets							
B	12962	Smith, Ian	3/29/2017	4.00	2.00	6.00	76.20	114.30	492.00
		Electrical AutoCAD - Plan Sheets							
B	12962	Smith, Ian	3/30/2017	8.00	4.00	12.00	152.40	228.60	984.00
		Electrical AutoCAD - Plan Sheets							
B	12962	Smith, Ian	3/31/2017	8.00	1.00	9.00	152.40	171.45	738.00
		Electrical AutoCAD - Plan Sheets							
B	12962	Smith, Ian	4/3/2017	6.00		6.00	114.30	114.30	492.00
		Electrical AutoCAD - Final PDF Set							
B	12962	Smith, Ian	4/10/2017	1.00		1.00	19.05	19.05	82.00
		Electrical AutoCAD - Final PDF Set							
B	12962	Smith, Ian	4/19/2017	1.00		1.00	19.05	19.05	82.00
		Electrical AutoCAD - RCB Lighting							
B	12962	Smith, Ian	4/20/2017	3.00	1.00	4.00	57.15	76.20	328.00
		Electrical AutoCAD - Lighting							
B	12962	Smith, Ian	4/24/2017	3.50		3.50	66.68	66.68	287.00
		Electrical AutoCAD - Plan Sheets							
B	12962	Smith, Ian	4/25/2017	2.00		2.00	38.10	38.10	164.00
		Electrical AutoCAD - Plan Sheets							
B	12962	Smith, Ian	4/26/2017	1.00		1.00	19.05	19.05	82.00
		Electrical AutoCAD - Final PDF Coordination							
B	12962	Smith, Ian	6/14/2017	5.00		5.00	95.25	95.25	410.00
		Electrical AutoCAD - Addendum No. 2							
Total for 12962				<b>46.50</b>	<b>8.00</b>	<b>54.50</b>	<b>885.83</b>	<b>1,038.23</b>	<b>4,469.00</b>
B	13084	Woessner, Michael	6/7/2017	4.00		4.00	96.00	96.00	424.00
		I&C Updates							
B	13084	Woessner, Michael	6/8/2017	7.00		7.00	168.00	168.00	742.00
		I&C Updates							

				Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
B	13084	Woessner, Michael	6/9/2017	7.00		7.00	168.00	168.00	742.00
		I&C Updates							
B	13084	Woessner, Michael	6/12/2017	8.00		8.00	192.00	192.00	848.00
		I&C Design Updates							
B	13084	Woessner, Michael	6/13/2017	4.00		4.00	96.00	96.00	424.00
		I&C Design Updates							
B	13084	Woessner, Michael	6/14/2017	1.00		1.00	24.00	24.00	106.00
		I&C Design Updates							
Total for 13084				<b>31.00</b>		<b>31.00</b>	<b>744.00</b>	<b>744.00</b>	<b>3,286.00</b>
Total for CADD / Drafting / Computer				<b>283.00</b>	<b>17.00</b>	<b>300.00</b>	<b>11,286.67</b>	<b>11,791.42</b>	<b>43,075.50</b>
712 Secretarial									
B	12677	Kalin-Horge, Karen	4/17/2017	.25		.25	6.46	6.46	25.00
		download and replace arch plans							
Total for 12677				<b>.25</b>		<b>.25</b>	<b>6.46</b>	<b>6.46</b>	<b>25.00</b>
Total for Secretarial				<b>.25</b>		<b>.25</b>	<b>6.46</b>	<b>6.46</b>	<b>25.00</b>
<b>Total for Labor</b>				<b>305.75</b>	<b>18.00</b>	<b>323.75</b>	<b>11,833.13</b>	<b>12,361.88</b>	<b>45,591.50</b>
<b>Total for Overhead</b>								<b>30,314.49</b>	
<b>Total for Labor and Overhead</b>				<b>305.75</b>	<b>18.00</b>	<b>323.75</b>	<b>11,833.13</b>	<b>42,676.37</b>	<b>45,591.50</b>
<b>Total for 06</b>				<b>305.75</b>	<b>18.00</b>	<b>323.75</b>	<b>11,833.13</b>	<b>42,676.37</b>	<b>45,591.50</b>

**Task Number: 07 QA/QC**

Principal:	Brett Jochim	% Complete:	Direct Labor:	2,000.00
Project Manager:	Scott Buecker	Labor % Complete:	Direct Expense:	
Client:	City of Livingston	Expense % Complete:	Direct Consultant:	
Organization:	ADV:BOZ	Start Date:	Reimbursable Expense:	
Status:	Active	Complete Date:	Reimbursable Consultant:	
Type:	Regular		Total Fee:	2,000.00
Revenue Method:	WH	Budgeted OH Rate:	Multiplier/Amount:	

**Labor**

101 Communications

B	12428	Buecker, Scott	6/1/2017	1.75		1.75	109.80	109.80	360.50
		Review of Viall's responses to Paddock's comments							
Total for 12428				<b>1.75</b>		<b>1.75</b>	<b>109.80</b>	<b>109.80</b>	<b>360.50</b>
Total for Communications				<b>1.75</b>		<b>1.75</b>	<b>109.80</b>	<b>109.80</b>	<b>360.50</b>

102 Filing Maintenance

B	13039	Viall, Brian	3/22/2017	1.00		1.00	29.81	29.81	124.00
		060 - Construction CM Contract Administration							
B	13039	Viall, Brian	3/23/2017	1.50		1.50	44.72	44.72	186.00
		060 - Construction CM Contract Administration							
Total for 13039				<b>2.50</b>		<b>2.50</b>	<b>74.53</b>	<b>74.53</b>	<b>310.00</b>
Total for Filing Maintenance				<b>2.50</b>		<b>2.50</b>	<b>74.53</b>	<b>74.53</b>	<b>310.00</b>

204 Engineering

B	12428	Buecker, Scott	3/28/2017	.75		.75	47.06	47.06	154.50
		Grit chamber hydraulics issue							
B	12428	Buecker, Scott	4/10/2017	.75		.75	47.06	47.06	154.50
		QAQC							
B	12428	Buecker, Scott	4/11/2017	2.75		2.75	172.54	172.54	566.50
		Final QAQC							
B	12428	Buecker, Scott	4/12/2017	2.00		2.00	125.48	125.48	412.00
		QAQC							
B	12428	Buecker, Scott	4/13/2017	2.00		2.00	125.48	125.48	412.00
		QAQC							
B	12428	Buecker, Scott	4/14/2017	6.50		6.50	407.81	407.81	1,339.00
		QAQC							
B	12428	Buecker, Scott	4/17/2017	5.00		5.00	313.70	313.70	1,030.00
		Drawing and Specs review, upsizing blower intake piping, UV programming issue, comments on site and general sheets for TDH, Effluent Reuse control valve selection							

				Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
B	12428	Buecker, Scott	4/18/2017	4.00		4.00	250.96	250.96	824.00
		Final QAQC							
B	12428	Buecker, Scott	4/21/2017	2.00		2.00	125.48	125.48	412.00
		Final QAQC							
Total for 12428				<b>25.75</b>		<b>25.75</b>	<b>1,615.57</b>	<b>1,615.57</b>	<b>5,304.50</b>
B	12687	Klecker, Jayme	6/30/2017	.50		.50	24.64	24.64	91.50
		paint spec review and update							
Total for 12687				<b>.50</b>		<b>.50</b>	<b>24.64</b>	<b>24.64</b>	<b>91.50</b>
Total for Engineering				<b>26.25</b>		<b>26.25</b>	<b>1,640.21</b>	<b>1,640.21</b>	<b>5,396.00</b>
214 Research									
B	12831	Pataky, Kody	5/25/2017	1.00		1.00	29.86	29.86	124.00
		cost estimate for FACP							
Total for 12831				<b>1.00</b>		<b>1.00</b>	<b>29.86</b>	<b>29.86</b>	<b>124.00</b>
Total for Research				<b>1.00</b>		<b>1.00</b>	<b>29.86</b>	<b>29.86</b>	<b>124.00</b>
215 Review - Checking									
B	12428	Buecker, Scott	4/24/2017	1.50		1.50	94.11	94.11	309.00
		Final QA/QC of Livingston Drawings & Specs.							
B	12428	Buecker, Scott	4/26/2017	1.50		1.50	94.11	94.11	309.00
		Final QA/QC of Livingston Drawings & Specs.							
B	12428	Buecker, Scott	4/27/2017	1.00		1.00	62.74	62.74	206.00
		Final QA/QC of Livingston Drawings & Specs.							
Total for 12428				<b>4.00</b>		<b>4.00</b>	<b>250.96</b>	<b>250.96</b>	<b>824.00</b>
Total for Review - Checking				<b>4.00</b>		<b>4.00</b>	<b>250.96</b>	<b>250.96</b>	<b>824.00</b>
216 Shop Drawing Review									
B	13039	Viall, Brian	3/30/2017	.25		.25	7.45	7.45	31.00
		Shop Drawing Review with Buecker.							
Total for 13039				<b>.25</b>		<b>.25</b>	<b>7.45</b>	<b>7.45</b>	<b>31.00</b>
Total for Shop Drawing Review				<b>.25</b>		<b>.25</b>	<b>7.45</b>	<b>7.45</b>	<b>31.00</b>
217 Specifications									
B	12428	Buecker, Scott	5/3/2017	.50		.50	31.37	31.37	103.00
		BFV for modulating air service							
Total for 12428				<b>.50</b>		<b>.50</b>	<b>31.37</b>	<b>31.37</b>	<b>103.00</b>
Total for Specifications				<b>.50</b>		<b>.50</b>	<b>31.37</b>	<b>31.37</b>	<b>103.00</b>
<b>Total for Labor</b>				<b>36.25</b>		<b>36.25</b>	<b>2,144.18</b>	<b>2,144.18</b>	<b>7,148.50</b>
<b>Total for Overhead</b>								<b>3,886.00</b>	
<b>Total for Labor and Overhead</b>				<b>36.25</b>		<b>36.25</b>	<b>2,144.18</b>	<b>6,030.18</b>	<b>7,148.50</b>
<b>Expenses</b>									
<b>Reimbursable Expenses</b>									
<b>515.26 Meals</b>									
B	EX 27390	2/22/2017 / Buecker, Scott /						17.88	20.56
		Lunch with Holmes on DEQ trip							
<b>Total for 515.26</b>								<b>17.88</b>	<b>20.56</b>
<b>Total for Reimbursable Expenses</b>								<b>17.88</b>	<b>20.56</b>
<b>Total for Expenses</b>								<b>17.88</b>	<b>20.56</b>
<b>Total for 07</b>				<b>36.25</b>		<b>36.25</b>	<b>2,144.18</b>	<b>6,048.06</b>	<b>7,169.06</b>

	Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
<b>Task Number: 95 Project Expenses</b>						
Principal:	Brett Jochim	% Complete:		Direct Labor:		
Project Manager:	Scott Buecker	Labor % Complete:		Direct Expense:		
Client:	City of Livingston	Expense % Complete:		Direct Consultant:		
Organization:	ADV:BOZ	Start Date:		Reimbursable Expense:		6,270.00
Status:	Active	Complete Date:		Reimbursable Consultant:		208,806.00
Type:	Regular	Budgeted OH Rate:		Total Fee:		215,076.00
Revenue Method:	WH			Multiplier/Amount:		
<b>Expenses</b>						
<b>Reimbursable Expenses</b>						
<b>510.02 Architectural Consultant</b>						
B AP 62855 3/30/2017 / L'HEUREAUX, PAGE AND WERNER, P.C. DBA L'Heureaux Page Werner, PC				17,814.11		20,486.23
B AP 63571 4/30/2017 / L'HEUREAUX, PAGE AND WERNER, P.C. DBA L'Heureaux Page Werner, PC				4,610.83		5,302.45
B AP 63573 4/30/2017 / L'HEUREAUX, PAGE AND WERNER, P.C. DBA L'Heureaux Page Werner, PC				12,116.77		13,934.29
<b>Total for 510.02</b>				<b>34,541.71</b>		<b>39,722.97</b>
<b>510.03 Civil Consultant</b>						
B AP 63442 4/30/2017 / TD&H Engineering				22,818.25		26,240.99
B AP 63442 4/30/2017 / TD&H Engineering / posted in June (sub was too high on orig inv)				-3,908.96		-4,495.30
B AP 63442 4/30/2017 / TD&H Engineering / posted in August to match agreement with sub/SBuecker				-8,909.04		-10,245.40
<b>Total for 510.03</b>				<b>10,000.25</b>		<b>11,500.29</b>
<b>510.11 Mechanical Consultant</b>						
B AP 62890 3/30/2017 / Wentz Associates, Inc.				9,355.00		10,758.25
B AP 63479 4/30/2017 / Wentz Associates, Inc.				5,323.14		6,121.61
<b>Total for 510.11</b>				<b>14,678.14</b>		<b>16,879.86</b>
<b>515.19 Reproduction Costs/Supplies</b>						
B UN 587 3/31/2017 Color Laser Printouts/Copies / 314.0 Pages @ 0.35 314.0 Pages @ 0.68				109.90		213.52
B UN 587 3/31/2017 Color Laser Printouts/Copies / 700.0 Pages @ 0.35 700.0 Pages @ 0.68				245.00		476.00
<b>Total for 515.19</b>				<b>354.90</b>		<b>689.52</b>
<b>515.27 Vehicle Travel</b>						
B UN 587 9/29/2017 Transportation / 446.0 Miles @ 0.53 446.0 Miles @ 0.65				236.38		289.90
<b>Total for 515.27</b>				<b>236.38</b>		<b>289.90</b>
<b>Total for Reimbursable Expenses</b>				<b>59,811.38</b>		<b>69,082.54</b>
<b>Total for Expenses</b>				<b>59,811.38</b>		<b>69,082.54</b>
<b>Total for 95</b>				<b>59,811.38</b>		<b>69,082.54</b>
<b>Total for 040</b>	<b>1,620.50</b>	<b>274.00</b>	<b>1,894.50</b>	<b>57,543.26</b>	<b>526,627.67</b>	<b>322,434.35</b>

	Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
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**Phase Number: 050 Bidding/Negotiations**

Principal:	Brett Jochim	% Complete:		Direct Labor:		37,234.00
Project Manager:	Scott Buecker	Labor % Complete:		Direct Expense:		
Client:	City of Livingston	Expense % Complete:		Direct Consultant:		
Organization:	ADV:BOZ	Start Date:	3/1/2016	Reimbursable Expense:		1,000.00
Status:	Active	Complete Date:	3/31/2017	Reimbursable Consultant:		7,010.00
Type:	Regular			Total Fee:		45,244.00

**Task Number: 01 Bidding**

Principal:	Brett Jochim	% Complete:		Direct Labor:		27,234.00
Project Manager:	Scott Buecker	Labor % Complete:		Direct Expense:		
Client:	City of Livingston	Expense % Complete:		Direct Consultant:		
Organization:	ADV:BOZ	Start Date:		Reimbursable Expense:		
Status:	Active	Complete Date:		Reimbursable Consultant:		
Type:	Regular			Total Fee:		27,234.00
Revenue Method:	WH	Budgeted OH Rate:		Multiplier/Amount:		

**Labor**

## 101 Communications

B	13039	Viall, Brian	6/9/2017	2.00		2.00	59.62	59.62	248.00
		Misc. Communications / Sending project Files.							
B	13039	Viall, Brian	6/12/2017	2.00		2.00	59.62	59.62	248.00
		Project Communications (Tom Wentz; TD&H, LPW, Karen, USDA, etc)							
B	13039	Viall, Brian	6/13/2017	2.00		2.00	59.62	59.62	248.00
		Project Communications							
B	13039	Viall, Brian	7/5/2017	2.00		2.00	59.62	59.62	248.00
		Bidding Communications - last minute questions.							
B	13039	Viall, Brian	7/6/2017	4.00		4.00	119.24	119.24	496.00
		Project communications: Minutes for Pre-Bid Conference; last minute review with USDA and other funding agencies.							
B	13039	Viall, Brian	7/10/2017	1.50		1.50	44.72	44.72	186.00
		Recommendation of Award / Bid Tab Etc.							
B	13039	Viall, Brian	7/11/2017	1.00		1.00	29.81	29.81	124.00
		Draft Recommendation of Award.							
B	13039	Viall, Brian	7/12/2017	1.00		1.00	29.81	29.81	124.00
		Communication with Dick Anderson: Preliminary Matters.							
B	13039	Viall, Brian	7/13/2017	1.00		1.00	29.81	29.81	124.00
		Recommendation of Award & Commission Meeting Items & Deviation Approval.							
B	13039	Viall, Brian	7/14/2017	2.00		2.00	59.62	59.62	248.00
		Review of Alternatives/ DEQ Deviation Approvals /Etc.							
	Total for 13039			<b>18.50</b>		<b>18.50</b>	<b>551.49</b>	<b>551.49</b>	<b>2,294.00</b>
	Total for Communications			<b>18.50</b>		<b>18.50</b>	<b>551.49</b>	<b>551.49</b>	<b>2,294.00</b>

## 106 Meetings

B	13039	Viall, Brian	6/5/2017	2.00		2.00	59.62	59.62	248.00
		Agenda for Pre-Bid Conference.							
B	13039	Viall, Brian	6/6/2017	1.50	4.00	5.50	44.72	163.96	682.00
		Pre-Bid Conference & Site Walk Through - Follow Up Work.							
B	13039	Viall, Brian	7/12/2017	2.00		2.00	59.62	59.62	248.00
		Review Meeting with Shannon & City regarding Alternates & Award.							
	Total for 13039			<b>5.50</b>	<b>4.00</b>	<b>9.50</b>	<b>163.96</b>	<b>283.20</b>	<b>1,178.00</b>
	Total for Meetings			<b>5.50</b>	<b>4.00</b>	<b>9.50</b>	<b>163.96</b>	<b>283.20</b>	<b>1,178.00</b>

## 108 Presentations

B	12428	Buecker, Scott	6/5/2017	2.00		2.00	125.48	125.48	412.00
		Pre-Bid Conference prep, agenda, bidding questions from contractors							
	Total for 12428			<b>2.00</b>		<b>2.00</b>	<b>125.48</b>	<b>125.48</b>	<b>412.00</b>
	Total for Presentations			<b>2.00</b>		<b>2.00</b>	<b>125.48</b>	<b>125.48</b>	<b>412.00</b>

			Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
200 Addendums/Revision								
B	12596	Hanson, Daniel	6/29/2017	2.50	2.50	108.43	108.43	370.00
		final addendum electrical updates						
Total for 12596				<b>2.50</b>	<b>2.50</b>	<b>108.43</b>	<b>108.43</b>	<b>370.00</b>
B	12737	Madson, Matthew	6/16/2017	2.00	2.00	58.76	58.76	248.00
		Parkson, Velodyne, Enviro-Care review for approval.						
B	12737	Madson, Matthew	6/19/2017	3.00	3.00	88.14	88.14	372.00
		Miscellaneous bidding items, primarily "as equal" reviews. Polymer, RDTs, and screens.						
B	12737	Madson, Matthew	6/20/2017	2.50	2.50	73.45	73.45	310.00
		Miscellaneous bidding items, primarily "as equal" reviews. Polymer, RDTs, and screens.						
B	12737	Madson, Matthew	6/21/2017	2.00	2.00	58.76	58.76	248.00
		Miscellaneous bidding items, primarily "as equal" reviews.						
B	12737	Madson, Matthew	6/22/2017	1.50	1.50	44.07	88.14	372.00
		Miscellaneous bidding items, primarily "as equal" reviews. Polymer, RDTs, and screens.						
B	12737	Madson, Matthew	6/23/2017	5.50	5.50	161.59	161.59	682.00
		Miscellaneous bidding items, primarily "as equal" reviews. Polymer, RDTs, and screens, pumps. Had a decent amount of "reasonable" manufacturers to review and a number of questions from other guys for input.						
B	12737	Madson, Matthew	6/26/2017	3.00	3.00	88.14	88.14	372.00
		Final questions/review for final addendum - included in-depth Parkson review as I want to allow them as equal but want to make sure they can meet our customization we worked out in the spec for other named manufacturers. Brought up a couple additional items I had to talk to JWC on.						
B	12737	Madson, Matthew	6/30/2017	2.00	2.00	58.76	58.76	248.00
		Final questions/review for final addendum. Timesheet.						
Total for 12737				<b>21.50</b>	<b>1.50</b>	<b>23.00</b>	<b>631.67</b>	<b>675.74</b>
B	12905	Salber, Jason	6/13/2017	4.75	2.25	7.00	198.22	292.11
		Integrator items and other drawing / spec changes as needed.						
B	12905	Salber, Jason	6/14/2017	3.50	3.50	146.06	146.06	518.00
		Working on pulling together final Addendum items.						
B	12905	Salber, Jason	6/29/2017	6.75	1.00	7.75	281.68	323.41
		Pulling together all the details needed for Addendum No. 4						
Total for 12905				<b>15.00</b>	<b>3.25</b>	<b>18.25</b>	<b>625.96</b>	<b>761.58</b>
B	13039	Viall, Brian	6/1/2017	2.50	2.50	74.53	74.53	310.00
		Livingston Addendums and Clarifications.						
Total for 13039				<b>2.50</b>	<b>2.50</b>	<b>74.53</b>	<b>74.53</b>	<b>310.00</b>
Total for Addendums/Revision				<b>41.50</b>	<b>4.75</b>	<b>46.25</b>	<b>1,440.59</b>	<b>1,620.28</b>
202 Contracts								
B	13039	Viall, Brian	7/11/2017	1.50	1.50	44.72	44.72	186.00
		Fill out Agreement & Notice of Awvrd.						
B	13039	Viall, Brian	7/13/2017	1.50	1.50	44.72	44.72	186.00
		Agreement b/w Owner and Contractor / Notice of Award / Etc.						
Total for 13039				<b>3.00</b>	<b>3.00</b>	<b>89.44</b>	<b>89.44</b>	<b>372.00</b>
Total for Contracts				<b>3.00</b>	<b>3.00</b>	<b>89.44</b>	<b>89.44</b>	<b>372.00</b>
204 Engineering								
B	12428	Buecker, Scott	6/27/2017	1.50	1.50	94.11	94.11	309.00
		Addenda No. 4, evaluation of several or-equals						
B	12428	Buecker, Scott	6/28/2017	3.50	3.50	219.59	219.59	721.00
		Addenda No. 4, evaluation of several or-equals - investigation of Jet Aeration Pumps						
B	12428	Buecker, Scott	6/29/2017	4.00	4.00	250.96	250.96	824.00
		Addenda No. 4, assessment of or-equals						
B	12428	Buecker, Scott	6/30/2017	5.00	5.00	313.70	313.70	1,030.00
		Addenda No. 4, or-equal designations, drawings mods						
Total for 12428				<b>14.00</b>	<b>14.00</b>	<b>878.36</b>	<b>878.36</b>	<b>2,884.00</b>
B	12914	Schaefer, Scott	6/20/2017	2.00	2.00	102.40	102.40	366.00
		call w Buecker; calls to GCs - generating bidder interest; call w Jungwirth						
B	12914	Schaefer, Scott	6/22/2017	2.50	2.50	128.00	128.00	457.50
		addenda 3; UV and dewatering-bid; contract docs w Jungwirth; call to Trojan						
B	12914	Schaefer, Scott	7/7/2017	1.00	1.00	51.20	51.20	183.00
		discuss bids w Viall						

	Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
Total for 12914	5.50		5.50	281.60	281.60	1,006.50
B 13039 Viall, Brian 7/5/2017	3.00		3.00	89.43	89.43	372.00
Bid Tab and Scoresheet development and modifications; review of bidding procedures with USDA & Dave C.						
B 13039 Viall, Brian 7/6/2017	4.00		4.00	119.24	119.24	496.00
Bid Opening in Livingston.						
B 13039 Viall, Brian 7/7/2017	3.00		3.00	89.43	89.43	372.00
Bid Tabulation & Evaluation.						
Total for 13039	10.00		10.00	298.10	298.10	1,240.00
B 13050 Wahler, Adam 6/6/2017	2.00		2.00	91.34	91.34	336.00
Addenda Items						
B 13050 Wahler, Adam 6/9/2017	2.00		2.00	91.34	91.34	336.00
Electrical Design						
B 13050 Wahler, Adam 6/12/2017	2.00		2.00	91.34	91.34	336.00
Addendums						
B 13050 Wahler, Adam 6/21/2017	1.00		1.00	45.67	45.67	168.00
Addenda Items						
Total for 13050	7.00		7.00	319.69	319.69	1,176.00
Total for Engineering	36.50		36.50	1,777.75	1,777.75	6,306.50
308 Technical Support						
B 12605 Hauptert, Charles 6/1/2017	2.00		2.00	84.04	84.04	336.00
One-Line review and addendum items on One-Line.						
B 12605 Hauptert, Charles 7/24/2017	2.00		2.00	84.04	84.04	336.00
SBR VFD filter and harmonic questions on review.						
Total for 12605	4.00		4.00	168.08	168.08	672.00
Total for Technical Support	4.00		4.00	168.08	168.08	672.00
712 Secretarial						
B 12677 Kalin-Horge, Karen 6/12/2017	2.50		2.50	64.63	64.63	250.00
update records and web site, Addendum 1						
B 12677 Kalin-Horge, Karen 6/15/2017	3.75		3.75	96.94	96.94	375.00
Addendum 2						
B 12677 Kalin-Horge, Karen 6/16/2017	3.50		3.50	90.48	90.48	350.00
finish Addendum 2						
B 12677 Kalin-Horge, Karen 6/29/2017	2.50		2.50	64.63	64.63	250.00
bind and ship PM to DEQ, bid tab						
B 12677 Kalin-Horge, Karen 7/5/2017	2.25		2.25	58.16	58.16	225.00
send out Addendum 4, bid tab						
B 12677 Kalin-Horge, Karen 7/6/2017	.25		.25	6.46	6.46	25.00
update records and web site						
B 12677 Kalin-Horge, Karen 8/1/2017	.25		.25	6.46	6.46	25.00
comm. w/Brian about CCs						
B 12677 Kalin-Horge, Karen 8/2/2017	.25		.25	6.46	6.46	25.00
review CC documents						
Total for 12677	15.25		15.25	394.22	394.22	1,525.00
Total for Secretarial	15.25		15.25	394.22	394.22	1,525.00
713 Legal						
B 12947 Sickler, Jonathan 7/12/2017	.75		.75	59.50	59.50	
Research re bids and public information; email to S. Buecker re same						
Total for 12947	.75		.75	59.50	59.50	
Total for Legal	.75		.75	59.50	59.50	
<b>Total for Labor</b>	<b>127.00</b>	<b>8.75</b>	<b>135.75</b>	<b>4,770.51</b>	<b>5,069.44</b>	<b>18,992.50</b>
<b>Total for Overhead</b>					<b>24,282.51</b>	
<b>Total for Labor and Overhead</b>	<b>127.00</b>	<b>8.75</b>	<b>135.75</b>	<b>4,770.51</b>	<b>29,351.95</b>	<b>18,992.50</b>
<b>Total for 01</b>	<b>127.00</b>	<b>8.75</b>	<b>135.75</b>	<b>4,770.51</b>	<b>29,351.95</b>	<b>18,992.50</b>

		Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
<b>Task Number: 02 Bid Services Admendment</b>							
Principal:	Brett Jochim				Direct Labor:		10,000.00
Project Manager:	Scott Buecker				Direct Expense:		
Client:	City of Livingston				Direct Consultant:		
Organization:	ADV:BOZ			Start Date: 3/1/2016	Reimbursable Expense:		
Status:	Active			Complete Date: 3/31/2017	Reimbursable Consultant:		
Type:	Regular				Total Fee:		10,000.00
Revenue Method:	WH		Budgeted OH Rate:		Multiplier/Amount:		

**Labor**

## 101 Communications

B	12428	Buecker, Scott	6/12/2017	1.50		1.50	94.11	94.11	309.00
		Coordinating bidding questions, addenda responses, pushing WET on Workplan, response to Clearstream protest							
B	12428	Buecker, Scott	6/13/2017	1.50		1.50	94.11	94.11	309.00
		Coarse Bubble Diffuser issue							
B	12428	Buecker, Scott	6/14/2017	1.50		1.50	94.11	94.11	309.00
		Responses to bidding questions, WHB aeration diffuser issue, Evoqua or equal for Jet Aeration							
B	12428	Buecker, Scott	6/21/2017	2.50		2.50	156.85	156.85	515.00
		Addendum No. 3							
B	12428	Buecker, Scott	6/22/2017	3.00		3.00	188.22	188.22	618.00
		Addendum No. 3							
B	12428	Buecker, Scott	6/23/2017	3.00		3.00	188.22	188.22	618.00
		Addendum No. 3							
Total for 12428				<b>13.00</b>		<b>13.00</b>	<b>815.62</b>	<b>815.62</b>	<b>2,678.00</b>
B	13039	Viall, Brian	6/1/2017	2.50		2.50	74.53	74.53	310.00
		Livingston Communications: Project Funding Conference Call, follow up, and addendum communications/planning with Buecker.							
Total for 13039				<b>2.50</b>		<b>2.50</b>	<b>74.53</b>	<b>74.53</b>	<b>310.00</b>
Total for Communications				<b>15.50</b>		<b>15.50</b>	<b>890.15</b>	<b>890.15</b>	<b>2,988.00</b>

## 200 Addendums/Revision

B	12674	Jungwirth, Scott	6/20/2017	5.00		5.00	141.60	141.60	500.00
		Addendum 3							
Total for 12674				<b>5.00</b>		<b>5.00</b>	<b>141.60</b>	<b>141.60</b>	<b>500.00</b>
B	12831	Pataky, Kody	6/6/2017	2.00		2.00	59.72	59.72	248.00
		Verifying for Add 2							
B	12831	Pataky, Kody	6/7/2017	1.00	1.00	2.00	29.86	59.72	248.00
		contractor questions and addendum							
B	12831	Pataky, Kody	6/9/2017	2.50		2.50	74.65	74.65	310.00
		addendum items							
B	12831	Pataky, Kody	6/12/2017	1.00	1.00	2.00	29.86	59.72	248.00
		ADD 2							
B	12831	Pataky, Kody	6/29/2017	2.50		2.50	74.65	74.65	310.00
		addendum 4							
B	12831	Pataky, Kody	7/5/2017	2.00		2.00	59.72	59.72	248.00
		Final bidding questions							
Total for 12831				<b>11.00</b>	<b>2.00</b>	<b>13.00</b>	<b>328.46</b>	<b>388.18</b>	<b>1,612.00</b>
B	13039	Viall, Brian	6/5/2017	2.00		2.00	59.62	59.62	248.00
		Addendum 1 & Bidding Documents Review / Confirmations / Bidder Questions / Discipline Coordination. ndum 1							
B	13039	Viall, Brian	6/7/2017	2.00		2.00	59.62	59.62	248.00
		Addendum 1							
B	13039	Viall, Brian	6/8/2017	6.00	2.00	8.00	178.86	238.48	992.00
		Addendum 1 & Bidding Documents Review / Confirmations / Bidder Questions / Discipline Coordination.							
B	13039	Viall, Brian	6/9/2017	3.00		3.00	89.43	89.43	372.00
		Issued Addendum 1.							
B	13039	Viall, Brian	6/12/2017	4.00		4.00	119.24	119.24	496.00
		Addendum 2 : fielding questions, reviewing changes, directing changes to diciplines, writing Addendum, compiling attachments.							
B	13039	Viall, Brian	6/13/2017	2.00		2.00	59.62	59.62	248.00
		Addendum 2 : fielding questions, reviewing changes, directing changes to diciplines, writing Addendum, compiling attachments.							



			Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing	
B	13039 Viall, Brian	6/14/2017	5.00	2.00	7.00	149.05	208.67	868.00	
	Addendum 2 : fielding questions, reviewing changes, directing changes to diciplines, writing Addendum, compiling attachments.								
B	13039 Viall, Brian	6/15/2017	2.00		2.00	59.62	59.62	248.00	
	Addendum 2 : fielding questions, reviewing changes, directing changes to diciplines, writing Addendum, compiling attachments.								
B	13039 Viall, Brian	6/21/2017	3.00		3.00	89.43	89.43	372.00	
	Addendum 3 - drafting, directing traffic to designers and subconsultants.								
B	13039 Viall, Brian	6/22/2017	5.00		5.00	149.05	149.05	620.00	
	Addendum 3 - drafting, directing traffic to designers and subconsultants.								
B	13039 Viall, Brian	6/23/2017	7.00		7.00	208.67	208.67	868.00	
	Addendum 3 - drafting, directing traffic to designers and subconsultants, Structural Drawing revisions.								
B	13039 Viall, Brian	6/27/2017	2.00		2.00	59.62	59.62	248.00	
	Addendum 4 - questions organization, etc.								
B	13039 Viall, Brian	6/28/2017	2.00		2.00	59.62	59.62	248.00	
	Addendum 4 - drafting and traffic control of questions to specific diciplines.								
B	13039 Viall, Brian	6/29/2017	4.00		4.00	119.24	119.24	496.00	
	Addendum 4 - compositions and final questions review/research.								
B	13039 Viall, Brian	6/30/2017	4.00		4.00	119.24	119.24	496.00	
	Addendum 4 - final and published.								
	Total for 13039		<b>53.00</b>	<b>4.00</b>	<b>57.00</b>	<b>1,579.93</b>	<b>1,699.17</b>	<b>7,068.00</b>	
	Total for Addendums/Revision		<b>69.00</b>	<b>6.00</b>	<b>75.00</b>	<b>2,049.99</b>	<b>2,228.95</b>	<b>9,180.00</b>	
	<b>Total for Labor</b>		<b>84.50</b>	<b>6.00</b>	<b>90.50</b>	<b>2,940.14</b>	<b>3,119.10</b>	<b>12,168.00</b>	
	<b>Total for Overhead</b>						<b>7,260.87</b>		
	<b>Total for Labor and Overhead</b>		<b>84.50</b>	<b>6.00</b>	<b>90.50</b>	<b>2,940.14</b>	<b>10,379.97</b>	<b>12,168.00</b>	
	<b>Total for 02</b>		<b>84.50</b>	<b>6.00</b>	<b>90.50</b>	<b>2,940.14</b>	<b>10,379.97</b>	<b>12,168.00</b>	
	<b>Task Number: 95 Project Expenses</b>								
Principal:	Brett Jochim		% Complete:			Direct Labor:			
Project Manager:	Scott Buecker		Labor % Complete:			Direct Expense:			
Client:	City of Livingston		Expense % Complete:			Direct Consultant:			
Organization:	ADV:BOZ		Start Date:			Reimbursable Expense:		1,000.00	
Status:	Active		Complete Date:			Reimbursable Consultant:		7,010.00	
Type:	Regular		Budgeted OH Rate:			Total Fee:		8,010.00	
Revenue Method:	WH					Multiplier/Amount:			
<b>Expenses</b>									
<b>Reimbursable Expenses</b>									
<b>510.02 Architectural Consultant</b>									
B	AP 64890	7/28/2017	/ L'HEUREAUX, PAGE AND WERNER, P.C. DBA L'Heureaux Page Werner, PC			1,476.32	1,697.77		
B	AP 65125	8/10/2017	/ L'HEUREAUX, PAGE AND WERNER, P.C. DBA L'Heureaux Page Werner, PC			600.00	690.00		
	<b>Total for 510.02</b>					<b>2,076.32</b>	<b>2,387.77</b>		
<b>515.12 Postage</b>									
B	EX 29678	9/6/2017	/ Simmons, Jennifer / Livingston Contract Docs			98.83	113.65		
B	AP 64280	6/22/2017	/ Federal Express Corporation			79.72	91.68		
B	AP 64671	7/12/2017	/ Federal Express Corporation			152.11	174.93		
B	MI POSTAGE63017	6/30/2017	/ Billable Postage 063017			169.35	194.75		
B	MI POST073117	7/31/2017	/ Billable Postage 073117			33.69	38.74		
	<b>Total for 515.12</b>					<b>533.70</b>	<b>613.75</b>		
<b>515.15 Plans/Specs</b>									
B	CR DEP081017	8/10/2017	/ AE2S Checking Deposit 8/10/17 / Quest Const CK#4252 PNS P5613-2015-001			-540.00	-540.00		
	<b>Total for 515.15</b>					<b>-540.00</b>	<b>-540.00</b>		

	Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
<b>515.19 Reproduction Costs/Supplies</b>						
B UN 564 6/30/2017 Photocopies / 3,192.0 Copies @ 0.04 3,192.0 Copies @ 0.10					127.68	319.20
B UN 564 6/30/2017 Color Laser Printouts/Copies / 384.0 Pages @ 0.35 384.0 Pages @ 0.68					134.40	261.12
B UN 564 6/30/2017 Photocopies / 5,834.0 Copies @ 0.04 5,834.0 Copies @ 0.10					233.36	583.40
B UN 564 6/30/2017 Laser Printouts / 688.0 Pages @ 0.07 688.0 Pages @ 0.20					48.16	137.60
B UN 514 7/31/2017 Laser Printouts / 252.0 Pages @ 0.07 252.0 Pages @ 0.20					17.64	50.40
B UN 514 7/31/2017 Photocopies / 650.0 Copies @ 0.04 650.0 Copies @ 0.10					26.00	65.00
<b>Total for 515.19</b>					<b>587.24</b>	<b>1,416.72</b>
<b>515.27 Vehicle Travel</b>						
B UN 531 7/31/2017 Transportation / 103.0 Miles @ 0.53 103.0 Miles @ 0.65					54.59	66.95
<b>Total for 515.27</b>					<b>54.59</b>	<b>66.95</b>
<b>Total for Reimbursable Expenses</b>					<b>2,711.85</b>	<b>3,945.19</b>
<b>Total for Expenses</b>					<b>2,711.85</b>	<b>3,945.19</b>
<b>Total for 95</b>					<b>2,711.85</b>	<b>3,945.19</b>
<b>Total for 050</b>	<b>211.50</b>	<b>14.75</b>	<b>226.25</b>	<b>7,710.65</b>	<b>42,443.77</b>	<b>35,105.69</b>
<b>Phase Number: 060 Construction Services</b>						
Principal: Brett Jochim		% Complete:		Direct Labor:		353,396.00
Project Manager: Scott Buecker		Labor % Complete:		Direct Expense:		
Client: City of Livingston		Expense % Complete:		Direct Consultant:		
Organization: ADV:BOZ		Start Date: 3/24/2017		Reimbursable Expense:		14,822.00
Status: Active		Complete Date: 12/1/2019		Reimbursable Consultant:		464,247.00
Type: Regular				Total Fee:		832,465.00
<b>Task Number: 01 Project Mgt</b>						
Principal: Brett Jochim		% Complete:		Direct Labor:		13,000.00
Project Manager: Scott Buecker		Labor % Complete:		Direct Expense:		
Client: City of Livingston		Expense % Complete:		Direct Consultant:		
Organization: ADV:BOZ		Start Date: 3/24/2017		Reimbursable Expense:		
Status: Active		Complete Date: 12/1/2019		Reimbursable Consultant:		
Type: Regular				Total Fee:		13,000.00
Revenue Method: WH		Budgeted OH Rate:		Multiplier/Amount:		
<b>Labor</b>						
105 Management						
B 12428 Buecker, Scott 11/6/2017 Payables reviews	.50		.50	31.37	31.37	103.00
B 12428 Buecker, Scott 11/7/2017 Meeting with Kastelitz, coordination on ledger, communication with Viall	1.50		1.50	94.11	94.11	309.00
B 12428 Buecker, Scott 11/10/2017 Weekly construction workshop	.75		.75	47.06	47.06	154.50
<b>Total for 12428</b>	<b>2.75</b>		<b>2.75</b>	<b>172.54</b>	<b>172.54</b>	<b>566.50</b>
<b>Total for Management</b>	<b>2.75</b>		<b>2.75</b>	<b>172.54</b>	<b>172.54</b>	<b>566.50</b>
<b>Total for Labor</b>	<b>2.75</b>		<b>2.75</b>	<b>172.54</b>	<b>172.54</b>	<b>566.50</b>
<b>Total for Overhead</b>					<b>15,474.62</b>	
<b>Total for Labor and Overhead</b>	<b>2.75</b>		<b>2.75</b>	<b>172.54</b>	<b>15,647.16</b>	<b>566.50</b>
<b>Total for 01</b>	<b>2.75</b>		<b>2.75</b>	<b>172.54</b>	<b>15,647.16</b>	<b>566.50</b>

	Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
<b>Task Number: 03 Construction Administration</b>						
Principal:	Brett Jochim	% Complete:		Direct Labor:		340,396.00
Project Manager:	Scott Buecker	Labor % Complete:		Direct Expense:		
Client:	City of Livingston	Expense % Complete:		Direct Consultant:		
Organization:	ADV:BOZ	Start Date:	3/24/2017	Reimbursable Expense:		
Status:	Active	Complete Date:	12/1/2019	Reimbursable Consultant:		
Type:	Regular			Total Fee:		340,396.00
Revenue Method:	WH	Budgeted OH Rate:		Multiplier/Amount:		

**Labor**

## 101 Communications

B	13039	Viall, Brian	11/6/2017	.50	.50	18.75	18.75	62.00
		Project Communication: General.						
B	13039	Viall, Brian	11/7/2017	1.50	1.50	56.25	56.25	186.00
		Project Communication: General. Project Check-in with Dan and Duane and Caglar.						
B	13039	Viall, Brian	11/8/2017	2.00	2.00	75.00	75.00	248.00
		Review of Effluent Reuse Distribution per Dan Emter.						
B	13039	Viall, Brian	11/9/2017	.50	.50	18.75	18.75	62.00
		Project Communication: General.						
B	13039	Viall, Brian	11/10/2017	.50	.50	18.75	18.75	62.00
		Project Communication: General.						
Total for 13039				<b>5.00</b>	<b>5.00</b>	<b>187.50</b>	<b>187.50</b>	<b>620.00</b>
Total for Communications				<b>5.00</b>	<b>5.00</b>	<b>187.50</b>	<b>187.50</b>	<b>620.00</b>

## 106 Meetings

B	13039	Viall, Brian	11/6/2017	.50	.50	18.75	18.75	62.00
		Review of action items from meetings.						
B	13039	Viall, Brian	11/8/2017	1.50	1.50	56.25	56.25	186.00
		Check in on progress from meetings action items.						
B	13039	Viall, Brian	11/9/2017	.25	.25	9.38	9.38	31.00
		Check in on progress from meetings action items.						
B	13039	Viall, Brian	11/10/2017	1.00	1.00	37.50	37.50	124.00
		Internal Review meeting.						
Total for 13039				<b>3.25</b>	<b>3.25</b>	<b>121.88</b>	<b>121.88</b>	<b>403.00</b>
Total for Meetings				<b>3.25</b>	<b>3.25</b>	<b>121.88</b>	<b>121.88</b>	<b>403.00</b>

## 109 Planning

B	13039	Viall, Brian	11/6/2017	.50	.50	18.75	18.75	62.00
		Planning for week ahead.						
Total for 13039				<b>.50</b>	<b>.50</b>	<b>18.75</b>	<b>18.75</b>	<b>62.00</b>
Total for Planning				<b>.50</b>	<b>.50</b>	<b>18.75</b>	<b>18.75</b>	<b>62.00</b>

## 110 Time Sheets

B	13039	Viall, Brian	11/6/2017	.50	.50	18.75	18.75	62.00
		Timesheets.						
Total for 13039				<b>.50</b>	<b>.50</b>	<b>18.75</b>	<b>18.75</b>	<b>62.00</b>
Total for Time Sheets				<b>.50</b>	<b>.50</b>	<b>18.75</b>	<b>18.75</b>	<b>62.00</b>

## 216 Shop Drawing Review

B	12347	Ackerman, Nickolaus	11/10/2017	.50	.50	15.00	15.00	64.00
		MCC sizing coordinateion for PRE submittal.						
Total for 12347				<b>.50</b>	<b>.50</b>	<b>15.00</b>	<b>15.00</b>	<b>64.00</b>
B	12457	Chmela, Damon	11/8/2017	1.00	1.00	71.83	71.83	230.00
		assist staff with multiple questions on multiple shop drawings						
Total for 12457				<b>1.00</b>	<b>1.00</b>	<b>71.83</b>	<b>71.83</b>	<b>230.00</b>
B	12831	Pataky, Kody	11/7/2017	5.50	5.50	164.23	164.23	682.00
		Generator submittal, coordination, and work change order for generator						
B	12831	Pataky, Kody	11/8/2017	5.00	5.00	149.30	149.30	620.00
		Shops and change orders/WCD						

			Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
B	12831 Pataky, Kody	11/9/2017	6.50		6.50	194.09	194.09	806.00
	Submittals							
B	12831 Pataky, Kody	11/10/2017	5.50	2.50	8.00	164.23	238.88	992.00
	Submittals.							
Total for 12831			<b>22.50</b>	<b>2.50</b>	<b>25.00</b>	<b>671.85</b>	<b>746.50</b>	<b>3,100.00</b>
B	13039 Viall, Brian	11/7/2017	4.00		4.00	150.00	150.00	496.00
	Shop Drawing Review and Coordination.							
B	13039 Viall, Brian	11/8/2017	1.00		1.00	37.50	37.50	124.00
	Shop Drawing Review and Coordination.							
B	13039 Viall, Brian	11/9/2017	2.00		2.00	75.00	75.00	248.00
	Shop Drawing Review and Coordination.							
B	13039 Viall, Brian	11/10/2017	.50		.50	18.75	18.75	62.00
	Shop Drawing Review and Coordination.							
Total for 13039			<b>7.50</b>		<b>7.50</b>	<b>281.25</b>	<b>281.25</b>	<b>930.00</b>
Total for Shop Drawing Review			<b>31.50</b>	<b>2.50</b>	<b>34.00</b>	<b>1,039.93</b>	<b>1,114.58</b>	<b>4,324.00</b>
407 Site Visits								
B	13039 Viall, Brian	11/7/2017	1.75		1.75	65.63	65.63	217.00
	Site Visit.							
Total for 13039			<b>1.75</b>		<b>1.75</b>	<b>65.63</b>	<b>65.63</b>	<b>217.00</b>
Total for Site Visits			<b>1.75</b>		<b>1.75</b>	<b>65.63</b>	<b>65.63</b>	<b>217.00</b>
<b>Total for Labor</b>			<b>42.50</b>	<b>2.50</b>	<b>45.00</b>	<b>1,452.44</b>	<b>1,527.09</b>	<b>5,688.00</b>
<b>Total for Overhead</b>							<b>29,269.13</b>	
<b>Total for Labor and Overhead</b>			<b>42.50</b>	<b>2.50</b>	<b>45.00</b>	<b>1,452.44</b>	<b>30,796.22</b>	<b>5,688.00</b>
<b>Total for 03</b>			<b>42.50</b>	<b>2.50</b>	<b>45.00</b>	<b>1,452.44</b>	<b>30,796.22</b>	<b>5,688.00</b>
<b>Total for 060</b>			<b>45.25</b>	<b>2.50</b>	<b>47.75</b>	<b>1,624.98</b>	<b>46,443.38</b>	<b>6,254.50</b>

**Phase Number: 061 Construction Services - RPR**

Principal:	Brett Jochim	% Complete:		Direct Labor:	415,964.00
Project Manager:	Scott Buecker	Labor % Complete:		Direct Expense:	
Client:	City of Livingston	Expense % Complete:		Direct Consultant:	
Organization:	ADV:BOZ	Start Date:	6/29/2017	Reimbursable Expense:	26,856.00
Status:	Active	Complete Date:	12/31/2017	Reimbursable Consultant:	
Type:	Regular			Total Fee:	442,820.00

**Task Number: 01 RPR**

Principal:	Brett Jochim	% Complete:		Direct Labor:	415,964.00
Project Manager:	Scott Buecker	Labor % Complete:		Direct Expense:	
Client:	City of Livingston	Expense % Complete:		Direct Consultant:	
Organization:	ADV:BOZ	Start Date:	6/29/2017	Reimbursable Expense:	
Status:	Active	Complete Date:	12/31/2017	Reimbursable Consultant:	
Type:	Regular			Total Fee:	415,964.00
Revenue Method:	WH	Budgeted OH Rate:		Multiplier/Amount:	

**Labor**

101 Communications

* B	13039 Viall, Brian	10/2/2017	.25		.25	9.38	9.38	31.00
	Project Communications (from road).							
* B	13039 Viall, Brian	10/9/2017	2.00		2.00	75.00	75.00	248.00
	Project Communications: RPR, Process, Structural, Site-work, Mechanical Electrical, & Architectural.							
* B	13039 Viall, Brian	10/10/2017	2.00		2.00	75.00	75.00	248.00
	Project Communications: RPR, Process, Structural, Site-work, Mechanical Electrical, & Architectural.							
* B	13039 Viall, Brian	10/11/2017	2.00		2.00	75.00	75.00	248.00
	Project Communications: RPR, Process, Structural, Site-work, Mechanical Electrical, & Architectural.							
* B	13039 Viall, Brian	10/12/2017	1.00		1.00	37.50	37.50	124.00
	Project Communications: RPR, Process, Structural, Site-work, Mechanical Electrical, & Architectural.							
* B	13039 Viall, Brian	10/13/2017	1.00		1.00	37.50	37.50	124.00
	Project Communications: RPR, Process, Structural, Site-work, Mechanical Electrical, & Architectural.							

	Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
Total for 13039	8.25		8.25	309.38	309.38	1,023.00
Total for Communications	8.25		8.25	309.38	309.38	1,023.00
214 Research						
* B 13039 Viall, Brian 11/2/2017 Utilization Review.	.25		.25	9.38	9.38	31.00
* B 13039 Viall, Brian 11/3/2017 Reservoir Sizing Analysis with Lance and research in my text books.	.50		.50	18.75	18.75	62.00
Total for 13039	.75		.75	28.13	28.13	93.00
Total for Research	.75		.75	28.13	28.13	93.00
402 Construction Observation						
B 12681 Kepenek, Caglar 11/6/2017 RPR on site	12.00		12.00	289.20	289.20	1,164.00
B 12681 Kepenek, Caglar 11/7/2017 RPR on site	9.00		9.00	216.90	216.90	873.00
B 12681 Kepenek, Caglar 11/8/2017 RPR on site	11.25		11.25	271.13	271.13	1,091.25
B 12681 Kepenek, Caglar 11/9/2017 RPR on site	7.75	2.75	10.50	186.78	253.06	1,018.50
B 12681 Kepenek, Caglar 11/10/2017 RPR on site		9.00	9.00		216.90	873.00
Total for 12681	40.00	11.75	51.75	964.01	1,247.19	5,019.75
Total for Construction Observation	40.00	11.75	51.75	964.01	1,247.19	5,019.75
<b>Total for Labor</b>	<b>49.00</b>	<b>11.75</b>	<b>60.75</b>	<b>1,301.52</b>	<b>1,584.70</b>	<b>6,135.75</b>
<b>Total for Overhead</b>					<b>27,043.81</b>	
<b>Total for Labor and Overhead</b>	<b>49.00</b>	<b>11.75</b>	<b>60.75</b>	<b>1,301.52</b>	<b>28,628.51</b>	<b>6,135.75</b>
<b>Total for 01</b>	<b>49.00</b>	<b>11.75</b>	<b>60.75</b>	<b>1,301.52</b>	<b>28,628.51</b>	<b>6,135.75</b>
<b>Total for 061</b>	<b>49.00</b>	<b>11.75</b>	<b>60.75</b>	<b>1,301.52</b>	<b>28,628.51</b>	<b>6,135.75</b>
<b>Phase Number: 090 Additional Services - Funding Administra</b>						
Principal:	Brett Jochim	% Complete:		Direct Labor:		54,944.00
Project Manager:	Scott Buecker	Labor % Complete:		Direct Expense:		
Client:	City of Livingston	Expense % Complete:		Direct Consultant:		
Organization:	ADV:BOZ	Start Date:	3/24/2017	Reimbursable Expense:		
Status:	Active	Complete Date:	12/1/2019	Reimbursable Consultant:		
Type:	Regular			Total Fee:		54,944.00
<b>Task Number: 95 Project Expenses</b>						
Principal:	Brett Jochim	% Complete:		Direct Labor:		
Project Manager:	Scott Buecker	Labor % Complete:		Direct Expense:		
Client:	City of Livingston	Expense % Complete:		Direct Consultant:		
Organization:	ADV:BOZ	Start Date:	3/24/2017	Reimbursable Expense:		
Status:	Active	Complete Date:	12/1/2019	Reimbursable Consultant:		
Type:	Regular			Total Fee:		
Revenue Method:	WH	Budgeted OH Rate:		Multiplier/Amount:		
<b>Labor</b>						
102 Filing Maintenance						
B 13039 Viall, Brian 11/8/2017 Filing Maintenance: DEQ site visit report, oay applications, customer agreement reimbursement requests, etc.	1.00		1.00	37.50	37.50	124.00
B 13039 Viall, Brian 11/9/2017 Filing Maintenance: DEQ site visit report, oay applications, customer agreement reimbursement requests, etc.	.25		.25	9.38	9.38	31.00
Total for 13039	1.25		1.25	46.88	46.88	155.00
Total for Filing Maintenance	1.25		1.25	46.88	46.88	155.00
<b>Total for Labor</b>	<b>1.25</b>		<b>1.25</b>	<b>46.88</b>	<b>46.88</b>	<b>155.00</b>
<b>Total for Labor and Overhead</b>	<b>1.25</b>		<b>1.25</b>	<b>46.88</b>	<b>46.88</b>	<b>155.00</b>
<b>Total for 95</b>	<b>1.25</b>		<b>1.25</b>	<b>46.88</b>	<b>46.88</b>	<b>155.00</b>
<b>Total for 090</b>	<b>1.25</b>		<b>1.25</b>	<b>46.88</b>	<b>46.88</b>	<b>155.00</b>

	<b>Regular Hours</b>	<b>Total Ovt Hrs</b>	<b>Total Hours</b>	<b>Regular Amount</b>	<b>Total Amount</b>	<b>Billing</b>
<b>Total for P05613-2015-001</b>	<b>1,931.50</b>	<b>303.00</b>	<b>2,234.50</b>	<b>68,416.37</b>	<b>682,572.89</b>	<b>370,455.79</b>

**Backup material for agenda item:**

- C. DISCUSS/APPROVE/DENY - TD & H construction management contract for next commission meeting



Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Action Item C, 05 Dec 2017

**Requested by:** Michael J. Kardoes, City Manager

**Date of First Consideration/Status:** First Consideration/Discuss for 19 Dec Agenda

**Purpose of Legislation:** Discuss placement of TD&H Construction Management Contract on 19 Dec Agenda and any additional information that will be required.

**Statutory Authority/Reference:** Formal Contract

**Background:** The City has requested a construction management proposal from TD&H for Phase I & II of the Downtown Streets Project as well as water projects on 6<sup>th</sup> & 7<sup>th</sup> Streets and sewer projects on 9<sup>th</sup> & 10<sup>th</sup> Streets. The City has received a rough estimate of costs from TD&H and is ready to move on to formal proposal development.

**Staff Recommendation:** N/A

**Fiscal Impact:**

Estimated Cost for Phase I & II: \$202,708

Estimated Cost for 6<sup>th</sup> & 7<sup>th</sup> Street: \$97,629.24

Estimated Total Cost: \$300,337.76

Funding Source: Water Operating Fund

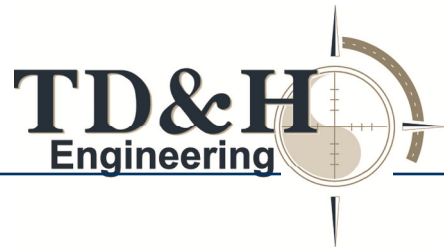
**Regulatory Impact (local):** N/A

**Attachments:**

Spreadsheet outlining estimated costs

Formal proposal example





May 10, 2016

Mr. Shannon Holmes – Public Works Director  
City of Livingston  
414 E. Callender Street  
Livingston, MT 59047  
Email: [sholmes@livingstonmontana.org](mailto:sholmes@livingstonmontana.org)

**RE: Proposal to Provide Subdivision Engineering Services  
6<sup>th</sup> and 7<sup>th</sup> Street between Callender and Geysers  
Livingston, Montana**

Dear Shannon,

Thank you for the opportunity to present this proposal to provide engineering services for the project referenced above.

#### **SCOPE OF WORK - ENGINEERING**

We understand that our scope of work includes design and generation of construction plans and specifications for residential water improvements located on 6<sup>th</sup> and 7<sup>th</sup> Street between Callender Street and Geysers Street necessary to obtain a Montana Department of Environmental Quality (MDEQ) water main extension approval. Our scope of work includes:

- Design of water improvements.
- Generation of specifications.
- Generation of bid schedule and perform bidding services.
- Construction staking and inspection.
- Record drawings.

Our proposed scope takes us through generation of construction plans and specifications for submittal to the MDEQ subdivision review program, bidding services, construction inspection and submitting record drawings to MDEQ. Should there be any review comments related to the design of water infrastructure, we will address those as part of our scope. We will prepare technical specifications which will very closely imitate the 2016 CIP specifications and develop a bid form with quantities.

We are assuming the following:

- The project may be broken out into phases by street. The design and construction tasks can be broken out by phase as well but the survey will be performed for the entire project area as one task.
- We will perform an accurate topographic survey of the proposed full project area. The survey will include 6 blocks in a residential neighborhood. Full topography between

back of walks and no survey of the residences. We will survey the right-of-way of the streets but not the property lines.

- The design will include 6 blocks of water main replacement. There are no other infrastructure improvements associated with the design of the water main replacement. We have split the design into two phases to allow for some flexibility with schedule. We understand that 7<sup>th</sup> Street is the higher priority for improvements.
- This water main replacement project will not require a design report for DEQ review due to the fact it is a replacement project.
- A capacity and authorization to connect letter will be provided for water.
- City of Livingston will pay all review fees.

**SCHEDULE AND FEE**

We anticipate up to 45 days in the design schedule for both streets prior to submitting to MDEQ. We can assume that this design time would be roughly half if the project is split into phases by street. This is primarily based on scheduled work load at the time of this letter. Upon approval of the design and award of the construction bid, we anticipate 30 days (6 weeks) for construction for each street, 60 days for construction of both streets. Our estimated fees, for the scope outlined above, are as follows:

**7<sup>th</sup> Street**

1. Topographic Survey.....	\$ 7,500
2. Engineering.....	\$15,000
3. Construction Staking.....	\$ 3,700
4. Construction Inspection .....	\$34,000
5. Record Drawings .....	\$ 500
<b>TOTAL ENGINEERING AND CONSTRUCTION</b>	
<b><u>OVERSIGHT ESTIMATED FEE</u></b>	
	<b>\$60,700</b>

**6<sup>th</sup> Street**

1. Engineering.....	\$15,000
2. Construction Staking.....	\$ 3,700
3. Construction Inspection .....	\$34,000
4. Record Drawings .....	\$ 500
<b>TOTAL ENGINEERING AND CONSTRUCTION</b>	
<b><u>OVERSIGHT ESTIMATED FEE</u></b>	
	<b>\$53,200</b>

**7<sup>th</sup> Street and 6<sup>th</sup> Street together**

1. Topographic Survey.....	\$ 7,500
2. Engineering.....	\$30,000
3. Construction Staking.....	\$ 7,400
4. Construction Inspection .....	\$64,000
5. Record Drawings .....	\$ 1,000
<b>TOTAL ENGINEERING AND CONSTRUCTION</b>	
<b><u>OVERSIGHT ESTIMATED FEE</u></b>	
	<b>\$109,900</b>

The estimated fees are based on the assumptions described above. We estimate that the construction cost for installing each block of water main is approximately \$119,000.00.

## ACCEPTANCE

If you wish to modify this scope of work, please contact us at your earliest convenience to discuss how we can best meet your needs.

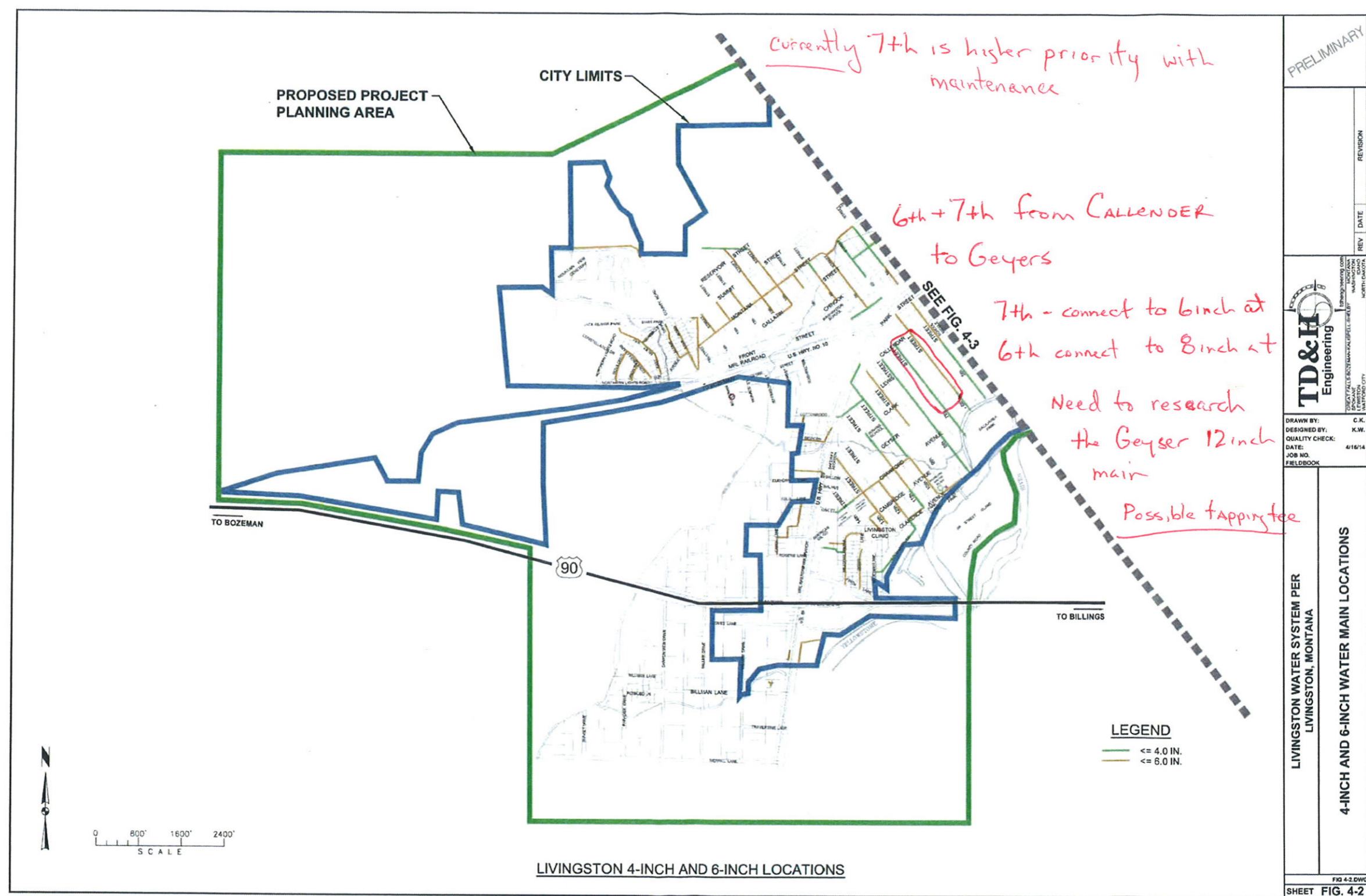
Thank you for the opportunity to submit this proposal. We appreciate your confidence in our firm, and we look forward to working with you on this project. If any of our stated assumptions are incorrect or if you have any questions or comments regarding this proposal, please call.

Sincerely,



**Keith Waring, PE**  
**Regional Manager**  
**TD&H Engineering**

Attachments: General Project Map  
Construction Cost Estimate



Callender (We have)  
Callender Plans

Figure 4-2: Map of Recommended Improvements

**Cost Estimate**  
**Water Main Construction per Block**  
**City of Livingston 6th and 7th ST Callender to Geysler**

**Base Bid**

Item No.	Description	Quantity	Unit	Unit Price	Total Price
101	Mobilization & Insurance	1	LS	\$6,000.00	\$6,000.00
102	Traffic Control	1	LS	\$1,250.00	\$1,250.00
103	Exploratory Excavation	10	HR	\$310.00	\$3,100.00
104	Municipal Utility Crossings	5	EA	\$570.00	\$2,850.00
105	Non-Municipal Utility Crossings	5	EA	\$570.00	\$2,850.00
107	Temporary Water	1	LS	\$6,250.00	\$6,250.00
201	Connect to Ex. WM (Callender, Lewis, Clark, and Geysler Street)	1	EA	\$2,860.00	\$2,860.00
202	8" C900 PVC DR18 Water Main	450	LF	\$63.00	\$28,350.00
203	8" Valve	4	EA	\$1,550.00	\$6,200.00
204	8"x8" Cross	2	EA	\$1,100.00	\$2,200.00
206	8"x6" Tee	1	EA	\$620.00	\$620.00
213	Fire Hydrant Assembly	1	EA	\$4,860.00	\$4,860.00
214	Water Service Connection	16	EA	\$360.00	\$5,760.00
215	Water Service Curb Stop	16	EA	\$280.00	\$4,480.00
216	Water Service Pipe	400	LF	\$41.00	\$16,400.00
401	Sawcut Concrete at all Connections	64	LF	\$6.00	\$384.00
402	Remove and dispose of Curb and Gutter	96	LF	\$6.00	\$576.00
404	Remove and dispose of Asphalt Pavement	414	SY	\$5.00	\$2,070.00
408	6" Minus Sub Base Gravel	92	CY	\$30.00	\$2,760.00
409	1 1/2" Minus Crushed Base Course	69	CY	\$42.00	\$2,898.00
410	Curb and Gutter for Water Rehab (Service Connections)	96	LF	\$31.00	\$2,976.00
411	Asphalt Restoration For Water Rehab	414	SY	\$30.00	\$12,420.00
414	Ex Manhole Adjustment	2	EA	\$400.00	\$800.00

**Total Base Bid:**

**\$118,914.00**

City of Livingston  
Main, Lewis and Callendar Streets CIP - preliminary CA estimate

**Phase I**

Time

Inspector	\$61,600.00		50 hrs/wk @ \$77
PM	\$18,400.00		10 hrs/wk @ \$115
KW	\$12,768.00		6 hrs/wk @ \$133
Concrete Testing			
Curb	\$750.00		
Sidewalk	\$1,050.00		
Bidding	\$1,984.00		
Community Meetings	\$1,984.00		
Pre-bid	\$798.00		
Pre-con	\$798.00		
Shop drawings	\$1,064.00		
Nuke	\$4,000.00		
Travel	\$2,800.00		
Cons. Staking	\$16,800.00		
Subtotal	\$124,796.00		
Contingency	\$12,479.60		10%

16

Phase Total                      \$137,275.60

**Phase II**

Inspector	\$30,800.00		50 hrs/wk @ \$77
PM	\$9,200.00		10 hrs/wk @ \$115
KW	\$6,384.00		6 hrs/wk @ \$133
Concrete Testing			
Curb	\$300.00		
Sidewalk	\$600.00		
Nuke	\$2,000.00		
Travel	\$1,400.00		
Cons. Staking	\$8,800.00		
Subtotal	\$59,484.00		
Contingency	\$5,948.40		10%

8

Phase Total                      \$65,432.40

**CA TOTAL                      \$202,708.00**

From our May 10, 2016 letter			
		4% 2017	4% 2018
7th Street Water			
Construction Staking	\$ 3,700.00	\$ 3,848.00	\$ 4,001.92
Consturcion Inspection	\$ 34,000.00	\$ 35,360.00	\$ 36,774.40
Record Drawings	\$ 500.00	\$ 520.00	\$ 540.80
			\$ 41,317.12

10

6th Street Water			
Construction Staking	\$ 3,700.00	\$ 3,848.00	\$ 4,001.92
Construction Inspectio	\$ 34,000.00	\$ 35,360.00	\$ 36,774.40
Record Drawings	\$ 500.00	\$ 520.00	\$ 540.80
			\$ 41,317.12

10

From our May 6, 2016 letter			
Construction Staking	\$ 2,050.00	\$ 2,132.00	\$ 2,217.28
Construction Inspectio	\$ 10,000.00	\$ 10,400.00	\$ 10,816.00
Record Drawings	\$ 150.00	\$ 156.00	\$ 162.24
Resubmit sewer plans to DEQ for expired plans			\$1,800
			\$ 14,995.52

3

Total CA for all tasks			
Phase I CIP			\$ 137,275.60
Phase II CIP			\$ 65,432.40
7th Street Water			\$ 41,317.12
6th Street Water			\$ 41,317.12
9th and 10th Street Sewer			\$ 14,995.52
	Total		\$ 300,337.76

Construction Estimate			
Phase I CIP			\$ 1,374,778.51
Phase II CIP			\$ 572,519.00
7th Street Water			\$ 300,024.00
6th Street Water			\$ 259,051.00
9th and 10th Street Sewer			\$ 99,512.00
			\$ 2,605,884.51

Inspection fees as a percent of estimated construction 12%

If all phases of Construction are completed 46 weeks  
10.60 months

weeks

weeks



weeks

weeks

weeks