

# Town of West Yellowstone

**WEDNESDAY, February 5, 2020**

**West Yellowstone Town Hall, 440 Yellowstone Avenue**

**TOWN COUNCIL WORK SESSION & MEETING**

**6:00 PM**

Wastewater Treatment Options, Dave Noel--Town Engineer

Discussion ∞

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**7:30 PM**

**(or immediately following the conclusion of the work session)**

Pledge of Allegiance

**Comment Period (Reserved time for items that are not listed on the agenda)**

- **Public Comment**
- **Council Comments**

Purchase Orders #6688 to Billion Auto Group, 2020 Dodge Ram for Police Department, \$48,483.00 ∞

Treasurer's Report & Securities Report

Claims ∞

Consent Agenda: **Minutes of the January 21, 2019 Town Council Meeting** ∞

Business License Applications

Advisory Board Report(s)

Town Manager & Department Head Reports

## **NEW BUSINESS**

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Community Health Partners 2019 Risk Share Agreement, \$100,000

Discussion/Action ∞

Selection of Wastewater Treatment Facility Alternative

Discussion/Action ∞

Contract for the Design and Construction Management of a  
New Wastewater Treatment Facility

Discussion/Action ∞

Site Plan Approval, Will West Vacation Rentals

Discussion/Action ∞

Correspondence/Meeting Reminders/FYI

*If viewing the agenda electronically, click the "∞" symbol to link to the associated documentation in the Town Council Packet.*



## **Policy No. 16 (Abbreviated)**

### **Policy on Public Hearings and Conduct at Public Meetings**

#### Public Hearing/Public Meeting

A public hearing is a formal opportunity for citizens to give their views to the Town Council for consideration in its decision making process on a specific issue. At a minimum, a public hearing shall provide for submission of both oral and written testimony for and against the action or matter at issue.

#### Oral Communication

It is the Council's goal that citizens resolve their complaints for service or regarding employees' performance at the staff level. However, it is recognized that citizens may from time to time believe it is necessary to speak to Town Council on matters of concern. Accordingly, Town Council expects any citizen to speak in a civil manner, with due respect for the decorum of the meeting, and with due respect for all persons attending.

- No member of the public shall be heard until recognized by the presiding officer.
- Public comments related to non-agenda items will only be heard during the Public Comment portion of the meeting unless the issue is a Public Hearing. Public comments specifically related to an agenda item will be heard immediately prior to the Council taking up the item for deliberation.
- Speakers must state their name for the record.
- Any citizen requesting to speak shall limit him or herself to matters of fact regarding the issue of concern.
- Comments should be limited to three (3) minutes unless prior approval by the presiding officer.
- If a representative is elected to speak for a group, the presiding officer may approve an increased time allotment.
- If a response from the Council or Board is requested by the speaker and cannot be made verbally at the Council or Board meeting, the speaker's concerns should be addressed in writing within two weeks.
- Personal attacks made publicly toward any citizen, council member, or town employees are not allowed. Citizens are encouraged to bring their complaints regarding employee performance through the supervisory chain of command.

Any member of the public interrupting Town Council proceedings, approaching the dais without permission, otherwise creating a disturbance, or failing to abide by these rules of procedure in addressing Town Council, shall be deemed to have disrupted a public meeting and, at the direction of the presiding officer, shall be removed from the meeting room by Police Department personnel or other agent designated by Town Council or Operations Manager.

#### General Town Council Meeting Information

- Regular Town Council meetings are held at 7:00 PM on the first and third Tuesdays of each month at the West Yellowstone Town Hall, 440 Yellowstone Avenue, West Yellowstone, Montana.
- Presently, informal Town Council work sessions are held immediately prior to regular meetings and occasionally on other mornings and evenings. Work sessions also take place at the Town Hall located at 440 Yellowstone Avenue.
- The schedule for Town Council meetings and work sessions is detailed on an agenda. The agenda is a list of business items to be considered at a meeting. Copies of agendas are available at the entrance to the meeting room.
- Agendas are published at least 48 hours prior to Town Council meetings and work sessions. Agendas are posted at the Town Offices and at the Post Office. In addition, agendas and packets are available online at the Town's website: [www.townofwestyellowstone.com](http://www.townofwestyellowstone.com) and the Town's Facebook page. Questions about the agenda may be directed to the Town Clerk at 646-7795.
- Official minutes of Town Council meetings are prepared and kept by the Town Clerk and are reviewed and approved by the Town Council. Copies of approved minutes are available at the Town Clerk's office or on the Town's website: [www.townofwestyellowstone.com](http://www.townofwestyellowstone.com).

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**From:** [Daniel Sabolsky](#)  
**To:** [Jerry Johnson](#); [Brad Schmier](#); [Greg Forsythe](#); [Travis Watt](#); [Jeff Mathews](#)  
**Cc:** [Lisa Johnson](#); [Elizabeth Roos](#)  
**Subject:** Water and Sewer  
**Date:** Friday, January 31, 2020 10:22:40 AM

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**Here are Dave Noel's answers to Councilman Forsythe's questions.**

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**From:** Greg Forsythe <[gforsythe@townofwestyellowstone.com](mailto:gforsythe@townofwestyellowstone.com)>  
**Sent:** Wednesday, January 29, 2020 10:28 AM  
**To:** Jerry Johnson <[jjohnson@townofwestyellowstone.com](mailto:jjohnson@townofwestyellowstone.com)>; Brad Schmier <[bschmier@townofwestyellowstone.com](mailto:bschmier@townofwestyellowstone.com)>; Jeff Mathews <[jmathews@townofwestyellowstone.com](mailto:jmathews@townofwestyellowstone.com)>; Travis Watt <[twatt@townofwestyellowstone.com](mailto:twatt@townofwestyellowstone.com)>; Daniel Sabolsky <[dsabolsky@townofwestyellowstone.com](mailto:dsabolsky@townofwestyellowstone.com)>; Dave Noel <[dnoel@forsgren.com](mailto:dnoel@forsgren.com)>  
**Subject:** Water and Sewer

To All- I have read through Jerrys list of questions and I was waiting till the meeting on the 5<sup>th</sup> to ask questions that Dave had already answered. Here are some of my concerns.

1. Dave if I remember right There are permits and time limitations if we would move the Plant to our 80 acres ?

A: Moving to the 80 acres would likely slow things down due to additional environmental and design considerations. We would likely not meet the 2022 deadlines agreed to with DEQ for a working long term facility.

1. With a 1 million gallon plant How many units will this provide for growth? Please use three different variables. 1. Housing-2.motel-hotel-3. Nightly rentals.

A: 2300 houses, or 1800 hotel rooms, or 1800 nightly rentals.

1. Dave my biggest concern as well as waste management is water. With DEQ requirements we are maxed out on our current water supply to stay within their requirements excluding the spring. How long to acquire more water?

A: At 2% compounded growth, 10 years.

1. My preference for a plant is the STM-Aerotator could you please give any negatives to this plant and the number of IP ponds needed if we were to relocate the facility- cost reflection of moving it and the area needed for relocation in acreage?

A: We will have a facility representative at the work meeting.

1. I too am in favor of a 1.25 plant but I am also looking at the growth in Island Park – maybe a limit to Park visitors- an economy down turn- how long to develop the 80 acres- and the need to develop the 80 acres land. I will ask the same question as Jerry a guesstimate on dollar cost for expansion from 1-1.25 -1.5 in 10 years

A: Probably around \$15 per gallon of peak day demand assuming appropriate sizing and a modular design. An expansion from 1.25 to 1.5 is not appropriate sizing. Expansion for a modular design would be 50%-100% larger. If we think we need 1.5 we should do it now.

**From:** [Daniel Sabolsky](#)  
**To:** [Jerry Johnson](#); [Brad Schmier](#); [Greg Forsythe](#); [Travis Watt](#); [Jeff Mathews](#)  
**Cc:** [Lisa Johnson](#); [Elizabeth Roos](#)  
**Subject:** Sewer  
**Date:** Friday, January 31, 2020 10:32:23 AM

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Here are the Dave Noel's answers to Councilman Johnson's questions.

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From: Jerry Johnson <[jjohnson@townofwestyellowstone.com](mailto:jjohnson@townofwestyellowstone.com)>  
Sent: Wednesday, January 29, 2020 8:28 AM  
To: Dave Noel; Brad Schmier; Travis Watt; Jeff Mathews; Greg Forsythe; Daniel Sabolsky  
Subject: Sewer

Hello,

At our last council meeting we agreed to forward questions we have about the future sewer treatment facilities.

1. A recommendation of what would be the best alternative for West Yellowstone.

A: The purpose of the study is to identify, and evaluate the potential wastewater treatment issues and present facts to the Town. The decision regarding a solution is left to the authority of the Town Council. However, I can include a recommendation in the FPS regarding the solution that will provide the most reliable option for treating wastewater and discharging effluent in accordance with our understanding of the potential regulatory requirements. That recommendation is to construct a mechanical treatment facility designed for removal of Nitrogen.

2. If that recommendation is a mechanical plant, which type is the best for West Yellowstone.

A: The specific mechanical treatment plant selected by the Town should be a function of capital and O&M costs as well as operational preference. The study looks at three types of treatment processes (i.e.. extended aeration activated sludge, integrated fix film activated sludge, and membrane bioreactor). a specific proprietary manufacturer for each process was evaluated to provide a basic understanding of the individual processes. Furthermore, Town council and operations staff was invited to visit a working facility for each process. Comments from town staff in attendance at these visits indicated the town has a preference for the extended aeration activated sludge process. This process is a proven technology and can be designed and constructed in accordance with DEQ regulations. This process is potentially the least capital cost, although not be much, partly because the capital investment the Town has made for the existing blowers and blower building can be incorporated into the design. It is designed to eliminate all moving parts below the water surface for ease of maintenance and incorporates digesters to reduce solids as much as 30% over typical extended aeration processes. I have arranged to have a manufacture presentation for this process and the STM aerator process available at the 2/5/2020 council meeting for further consideration.

3. Is 1.25 million gallons sufficient for the next 20 years.

A: Growth projections are typically developed using historical patters. This type of analysis is challenging in West Yellowstone because growth is a function of tourism user ship rather than community expansion. Contributing to even more unpredictability, the Town has not been required by regulatory mandate to document and record historical treatment flow data and, as can be expected, does not have data. Therefore, growth has been estimated based on average design

values for 1993 and average flow values available for 2016-19. A 2% linear growth rate is a close approximation of the historical data. The study recommends a 2% compounding growth rate to provide some flexibility. The unknown is the rate at which pending growth will occur and if the 80 acres will be developed over and above historical growth patterns.

4. A cost estimate for a 1.25 million gallon facility that we can hang our hats on.

A: Estimated project cost for a 1.25 MGD aeromod facility located at the existing treatment site is approximately \$16 million. A more detailed opinion of probable cost is included in the FPS document.

5. A number for expansion of the facility in the future, which of course will be answered once we have the answer # 4.

A: Plant expansion can be estimated at approximately \$15 per gallon of Peak Day flow. Please keep in mind this is assuming appropriate sizing and modular designs.

6. I am still very interested in developing the new plant on our property. I would like to refrain from saddling future councils with lease agreements that they have no control over.

A: Location of the facility can be evaluated in the design process. However, moving to a new property will require additional environmental review, DEQ coordination, and prohibit the use of previous capital improvements such as the blower building and IP beds. Please note the opinion of probable costs include the use of the existing blower and IP facilities. A final location for the treatment facility will need to be identified by mid summer.

7. Would it be in our best interest to have the forest service look at a water source of their own that could augment our firm water numbers.

A: Our short discussion on available water during the work meeting was insufficient to fully understand the demands of future development. It was noted in our discussions that each additional EDU uses about 1.25 gpm at peak flow. However, not every one in town is using this peak flow at precisely the same time. A more representative analysis may look something like this. The current peak season equivalent population is approximately 15,000. The current peak hour demand is approximately 810 gpm. This equates to a value of 0.054 gallons per person during peak hour consumption. Our new firm capacity is approximately 1040 gpm or 230 gpm over our current use. The estimated potential for increased population by peak hour use is 4,250 persons or approximately 1,500 new EDU's. This represents about a 28% increase in demand before additional firm capacity needs to be acquired. This is about 0.8MGD at the treatment plant for the peak quarterly average. The Town will need a new well to increase firm capacity prior to 0.8 MGD of flow to the treatment plant which will occur in approximately 10 years at 2% compounded growth.

8. Examples of plants that have been working in environments equal to ours.

I can provide samples in the FPS.

Dave, please forward your responses to all of the council members.

Thanks in advance,

Jerry Johnson

4000-420110-944

P.O. BOX 1570

**TOWN OF WEST YELLOWSTONE  
MONTANA**

PHONE: 406-646-7795  
FAX: 406-646-7511

info@townofwestyellowstone.com

PURCHASE ORDER

Date 01/21/2020

Ship Via

Order No. **006688**

Department Police

TO: Billion Auto Group 270 Automotive Avenue Bozeman MT 59718

ADDRESS:

PLEASE FURNISH THE TOWN OF WEST YELLOWSTONE WITH:

Quantity	Description
1	2020 Dodge Ram 1500 SSV Crew Cab 4x4
	Scam Billion Dodge plus equipment,
	installation, markings, and delivery by
	Dana Safety Supply - Livingston
	Budget \$55,000 =

Authorized By

*DAN*

Estimated Cost \$

48,483 =

Requested By:

*Scott Newell*

**BILLION DODGE-CHRYSLER JEEP**  
**355 AUTOMOTIVE AVE**  
**BOZEMAN, MT 597187508**

**Configuration Preview**

**Date Printed:** 2019-12-12 2:34 PM  
**Estimated Ship Date:**

**VIN:**  
**VON:**

**Quantity:** 1  
**Status:** BA - Pending order  
**FAN 1:** 01DJ2 city of west yellowstone  
**FAN 2:**  
**Client Code:**  
**Bid Number:** TB0075  
**PO Number:**

**Sold to:**  
 BILLION DODGE-CHRYSLER JEEP (68141)  
 355 AUTOMOTIVE AVE  
 BOZEMAN, MT 597187508

**Ship to:**  
 BILLION DODGE-CHRYSLER JEEP (68141)  
 355 AUTOMOTIVE AVE  
 BOZEMAN, MT 597187508

**Vehicle:** 2020 1500 SSV CREW CAB 4X4 (DS6T98)

	Sales Code	Description	MSRP(USD)
<b>Model:</b>	DS6T98	1500 SSV CREW CAB 4X4	41,375
<b>Package:</b>	26D	Customer Preferred Package 26D	0
	EZH	5.7L V8 HEMI MDS VVT Engine	0
	DFK	8-Spd Auto 8HP70 Trans (Buy-JS)	0
<b>Paint/Seat/Trim:</b>	PSC	Billet Silver Metallic Clear Coat	200
	APA	Monotone Paint	0
	*D5	Cloth Front/Vinyl Rear Seats	0
	-X8	Black/Diesel Gray	0
<b>Options:</b>	MAF	Fleet Purchase Incentive	0
	TTB	LT265/70R17E BSW A/T Tires	250
	RA2	Uconnect 3 with 5" Display	695
	ADB	Protection Group	395
	DSA	Anti-Spin Differential Rear Axle	495
	NHK	Engine Block Heater	95
	XB9	RamBox Cargo Management System	1,295
	XHC	Trailer Brake Control	295
	4DH	Prepaid Holdback	0
	YEP	Manuf Statement of Origin	0
	4ES	Delivery Allowance Credit	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	174	Zone 74-Denver	0
	4EA	Sold Vehicle	0
<b>Non Equipment:</b>	4FA	Special Bid-Ineligible For Incentive	0
<b>Bid Number:</b>	TB0075	Government Incentives	0
<b>Discounts:</b>	YGE	5 Additional Gallons of Gas	0
<b>Destination Fees:</b>			1,695

**Total Price:** 46,790.

**Order Type:** Fleet  
**Scheduling Priority:** 1-Sold Order  
**Salesperson:**  
**Customer Name:** City of West Yellowstone  
**Customer Address:** 440 Yellowstone Ave  
 West Yellowstone MT 59758 USA

**PSP Month/Week:**  
**Build Priority:** 99

*\$30,237*  
*JANA - 18,007 18246*  
~~*\$48,483*~~  
*48,483*

**Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.**

# Sales Quote

DANA SAFETY SUPPLY, INC  
 4809 KOGER BLVD  
 GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	320940
Customer No.	BILLAUTO

Bill To
BILLION AUTO GROUP 270 AUTOMOTIVE AVE BOZEMAN, MT 59718

Ship To
DANA SAFETY SUPPLY 33 SUNDANCE DR. LIVINGSTON, MT 59047

Contact: JOE REHBEIN  
 Telephone: 406-582-5539

E-mail: JREHBEIN@BILLIONAUTOGROUP.COM

Contact:  
 Telephone:

E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
01/14/20	GROUND	PPAY & ADD TO INVOICE	W. YELLOWSTONE - MAR	NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Jimmy Coumalatsos		Jimmy Coumalatsos - Montana	JOE REHBEIN		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	EVP WEC EMERGENCY VEHICLE PRODUCTS Warehouse: MT Vin #:	18,246.0000	18,246.00
1	1	Y	GB2SP3J WEC LEGACY 54" RED/WHITE AND BLUE WHITE CORNERS A Warehouse: MT Vin #:	0.0000	0.00
1	1	Y	MKEZ86 WEC 2012 DODGE RAM 1500 LIGHT BAR BRACKETS Warehouse: MT Vin #:	0.0000	0.00
1	1	Y	WEC-295SLSA6 Whelen 100/200W Scan-Lock Self-Contained Siren/Switch Warehouse: MT Vin #:	0.0000	0.00
1	1	Y	LS-100 BI 100 WATT 11 OHM CAST SPEAKER W/BAIL U BRACKET Warehouse: MT Vin #:	0.0000	0.00
4	4	Y	FS-MPS600U Federal Signal MicroPulse 6 LED Perimeter Lighthoods Blue-Red Warehouse: MT Vin #: 2EA MOUNTED ON GRILL 2EA. MOUNTED ON REAR TAILGATE	0.0000	0.00

Print Date	01/14/20
Print Time	04:05:54 PM
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Printed By: Jimmy Coumalatsos

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Contact: JOE REHBEIN  
 Telephone: 406-582-5539

E-mail: JREHBEIN@BILLIONAUTOGROUP.COM

Contact:  
 Telephone:

E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
01/14/20	GROUND	PPAY & ADD TO INVOICE	W. YELLOWSTONE - MAR	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Jimmy Coumalatsos	Jimmy Coumalatsos - Montana	JOE REHBEIN			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	BI-ST3 Brooking 3 Diode Super Thin Surface Mount Clear Warehouse: MT Vin #: 2 EA. MOUNTED ON FRONT BUMPER 2 EA. MOUNTED ON REAR BELOW TAILLIGHT	0.0000	0.00
1	1	Y	335CL-0002 UNI 6" LED POST-MOUNT SPOTLIGHT (BLK HOUSING) Warehouse: MT Vin #:	0.0000	0.00
1	1	Y	189 UNI DRIVER SIDE POST SPOTLIGHT MOUNTING KIT Warehouse: MT Vin #:	0.0000	0.00
1	1	Y	C-VS-0814-RAM-2 HAV VS ANGLED CONSOLE FOR 2013+ DODGE RAM 1500 S Warehouse: MT Vin #: CONSOLE INCLUDES 2-12VDC POWER OUTLETS, THE C-AP-0325 ACCESSORY POCKET & THE FOLLOWING EQUIPMENT BRACKETS: 1- WHELEN 293SLSA6 1- TATE TMØ155 RADIO 1- DECATUR GS2KADB 1- AND WHATEVER OTHER FILLER PLATES NECESSARY TO COMPLETE THE INSTALLATION *****	0.0000	0.00

Print Date	01/14/20
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**Contact: JOE REHBEIN**  
**Telephone: 406-582-5539**  
**E-mail: JREHBEIN@BILLIONAUTOGROUP.COM**

**Contact:**  
**Telephone:**  
**E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
01/14/20	GROUND	PPAY & ADD TO INVOICE	W. YELLOWSTONE - MAR	NET30
Entered By		Salesperson	Ordered By	Resale Number
Jimmy Coumalatsos		Jimmy Coumalatsos - Montana	JOE REHBEIN	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	C-B66 HAV CONSOLE BRACKETS FOR DODGE SSV PICK UP Warehouse: MT Vin #:	0.0000	0.00
1	1	Y	C-ARM-102 HAV ARM REST - MOUNTS TO SIDE OF CONSOLE BOX Warehouse: MT Vin #:	0.0000	0.00
1	1	Y	C-CUP2-1 HAV IN-CONSOLE DUAL CUP HOLDER Warehouse: MT Vin #: REPLACES C-CH-2-XL CUPHOLDER *****	0.0000	0.00
1	1	Y	CG-X HAV CHARGE GARD, UNIVERSAL, CONTROL MODULE Warehouse: MT Vin #: INFINITE TIMER, SURGE PROTECTOR 12VDC, 30a *****	0.0000	0.00
1	1	Y	05.0700.075 ABL 75 AMP RELAY (CIRCUIT BREAKER) Warehouse: MT Vin #:	0.0000	0.00
1	1	Y	G2S-KADBM Decatur G2S Radar w/ 2 Ka Antennas Warehouse: MT Vin #:	0.0000	0.00

Print Date	01/14/20
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Contact: JOE REHBEIN  
 Telephone: 406-582-5539  
 E-mail: JREHBEIN@BILLIONAUTOGROUP.COM

Contact:  
 Telephone:  
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
01/14/20	GROUND	PPAY & ADD TO INVOICE	W. YELLOWSTONE - MAR	NET30
Entered By		Salesperson	Ordered By	Resale Number
Jimmy Coumalatsos		Jimmy Coumalatsos - Montana	JOE REHBEIN	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	7160-0318-05 GJ MAG DOCK FOR CF 30/31, SINGLE RF, & INTERNAL P/S Warehouse: MT Vin #: REPLACES GJ# 7160-0263-05 *****	0.0000	0.00
1	1	Y	C-HDM-204 HAV TELESCOPING SIDE MOUNTED POLE ASSY Warehouse: MT Vin #: MOUNTS TO SIDE OF CONSOLE BOX *****	0.0000	0.00
1	1	Y	C-HDM-305 HAV TITAN SLIDING TOP OFFSET PLATFORM Warehouse: MT Vin #:	0.0000	0.00
1	1	Y	C-HDM-204 HAV TELESCOPING SIDE MOUNTED POLE ASSY Warehouse: MT Vin #: MOUNTS TO SIDE OF CONSOLE BOX *****	0.0000	0.00
1	1	Y	PK0439DRT09CCSCA #10VS RECESSED PANEL UNCOATED POLY Warehouse: MT Vin #:	0.0000	0.00
1	1	Y	GK1030IS1USVSCAXL SMC DUAL T-RAIL GUN RK W/I-SM, 1-UNIV XL W/ #2 KEY Warehouse: MT Vin #:	0.0000	0.00

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**Telephone: 406-582-5539**  
**E-mail: JREHBEIN@BILLIONAUTOGROUP.COM**

**Contact:**  
**Telephone:**  
**E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
01/14/20	GROUND	PPAY & ADD TO INVOICE	W. YELLOWSTONE - MAR	NET30	
Entered By		Salesperson	Ordered By	Resale Number	
JimmyCoulalatsos		Jimmy Coulalatsos - Montana	JOE REHBEIN		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	75832 SLI STINGER D/S LED WITH AC/DC PIGGYBACK CHGR Warehouse: MT Vin #:	0.0000	0.00
1	1	Y	75903 SLI RED TRAFFIC WAND FOR STINGER FLASHLIGHT Warehouse: MT Vin #:	0.0000	0.00
1	1	Y	4RE-STD-GPS-RV2 WGA WATCH GUARD 4RE STD. DVR CAMERA SYSTEM Warehouse: MT Vin #: 4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket.	0.0000	0.00
1	1	Y	CAM-4RE-PAN-NHD WGA NHD FRONT CAMERA 4RE PAN Warehouse: MT Vin #:	0.0000	0.00
1	1	Y	CAB-RIA-103-MPH Watchguard Radar Interface Cable Warehouse: MT Vin #:	0.0000	0.00
1	1	Y	WAR-4RE-CAR-1ST WGA WARRANTY, 4RE, IN-CAR, 1ST YEAR Warehouse: MT Vin #: Warranty, 4RE, In-Car, 1st Year (Months 1-12)	0.0000	0.00

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 4809 KOGER BLVD  
 GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	320940
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Bill To
BILLION AUTO GROUP 270 AUTOMOTIVE AVE BOZEMAN, MT 59718

Ship To
DANA SAFETY SUPPLY 33 SUNDANCE DR. LIVINGSTON, MT 59047

Contact: JOE REHBEIN  
 Telephone: 406-582-5539  
 E-mail: JREHBEIN@BILLIONAUTOGROUP.COM

Contact:  
 Telephone:  
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
01/14/20	GROUND	PPAY & ADD TO INVOICE	W. YELLOWSTONE - MAR	NET30
Entered By		Salesperson	Ordered By	Resale Number
JimmyCoulmalatsos		Jimmy Coulmalatsos - Montana	JOE REHBEIN	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	GRAPHICS GRAPHICS FOR VEHICLE Warehouse: MT Vin #:	0.0000	0.00
1	1	Y	GRAPHICS INSTALL GRAPHICS INSTALL Warehouse: MT Vin #:	0.0000	0.00
1	1	Y	DELIVERY DELIVERY OF VEHICLES (ADD DETAILS) Warehouse: MT Vin #: ** SCHEDULE DELIVERY ** CONTACT PERSON: CONTACT #: CAN VEHICLE(S) BE DRIVEN (Y/N): DELIVERY ADDRESS	0.0000	0.00
1	1	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: MT Vin #: (1) RAM 1500 CLASSIC - W. YELLOWSTONE - RAM MARKED PATROL	0.0000	0.00

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

Approve All Items & Quantities

Quote Good for 30 Days

Print Date	01/14/20
Print Time	04:05:54 PM
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Subtotal	18,246.00
Freight	0.00
Order Total	18,246.00

Printed By: JimmyCoulmalatsos

\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
46623			2813 Century Link	1,532.48					
	02/19/20	DSL Pub Serv Office 646-7949		0.00		BLDINS	1000 430200	345	101000
	01/19/20	Police 646-7600		322.35		POLICE	1000 420160	345	101000
	01/19/20	E911 Viper 646-5170		103.32		E911	2850 420750	345	101000
	01/19/20	E911 255-9710		999.74		E911	2850 420750	345	101000
	01/19/20	E911 255-9712		24.51		E911	2850 420750	345	101000
	01/19/20	Alarm Lines, 646-5185		82.56		TWNHAL	1000 411250	345	101000
46632			42 Fall River Electric	10,367.26					
	01/21/20	PARK, old firehouse 2901001		481.55		PARK	1000 411253	341	101000
	01/21/20	povah comm ctr 4212001		218.18		POVAH	1000 411255	341	101000
	01/21/20	unmetered lights 4212004		1,451.25		STLITE	1000 430263	341	101000
	01/21/20	RR Well 4212005		79.93		WATER	5210 430500	341	101000
	01/21/20	SEWER LIFT STATION 4212006		267.08		SEWER	5310 430600	341	101000
	01/21/20	SEWER PLANT 4212007		1,511.01		SEWER	5310 430600	341	101000
	01/21/20	POLICE 4212008		501.49		POLICE	1000 411258	341	101000
	01/21/20	TOWN HALL 4212009		510.06		TWNHLA	1000 411250	341	101000
	01/21/20	ICE RINK 421010		70.55		PARKS	1000 411253	341	101000
	01/21/20	WELL-S IRIS ST 4212013		189.72		WATER	5210 430500	341	101000
	01/21/20	MAD SEWER LIFT 4212014		219.50		SEWER	5310 430600	341	101000
	01/21/20	Hayden/Grouse Well 4212015		43.07		WATER	5210 430500	341	101000
	01/21/20	MADADD H2O Tower 4212017		52.15		WATER	5210 430500	341	101000
	01/21/20	SHOP 4212018		400.45		STREET	1000 430200	341	101000
	01/21/20	ANIMAL 4212029		235.25		ANIML	1000 440600	341	101000
	01/21/20	CLORINATOR 4212030		91.46		WATER	5210 430500	341	101000
	01/21/20	Electric Well 4212031		43.59		WATER	5210 430500	341	101000
	01/21/20	PARK 4212032		341.39		PARKS	1000 411253	341	101000
	01/21/20	UPDH 4212041		722.53		UPDH	1000 411252	341	101000
	01/21/20	SEWER TREAT SERV 4212046		2,819.86		SEWER	5310 430600	341	101000
	01/21/20	LIBRARY 23 dunraven 4212054		117.19		LIBR	1000 411259	341	101000
46636			2852 Blackfoot Communications	2,025.18					
	01/15/20	646-5106, fax soc svc		40.53		SOCSRV	1000 450135	345	101000
	01/15/20	646-5119, police station		40.53		POLICE	1000 420160	345	101000
	01/15/20	646-5141, sewer plant alarm		40.53		SEWER	5310 430600	345	101000
	01/15/20	646-5185, town hall alarm		40.53		TWNHAL	1000 411250	345	101000
	01/15/20	646-7311, social services		59.22		SOCSRV	1000 450135	345	101000
	01/15/20	646-7481, povah elevator		40.53		POVAH	1000 411255	345	101000
	01/15/20	646-7511, town hall fax		40.53		TWNHAL	1000 411250	345	101000
	01/15/20	646-7609, public works		35.33		PUBSVC	1000 430200	345	101000
	01/15/20	646-7650, police station fax		40.53		POLICE	1000 420160	345	101000
	01/15/20	646-7715, povah center		35.52		POVAH	1000 411255	345	101000
	01/15/20	646-7795, town hall		251.52		TWNHAL	1000 411250	345	101000
	01/15/20	646-7845, court clerk		4.21		COURT	1000 410360	345	101000

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TOWN OF WEST YELLOWSTONE  
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Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	01/15/20	646-9017, library		45.52		LIBRAR	2220 460100	345	101000
	01/15/20	646-9027, sewer plant alarm		40.53		SEWER	5310 430600	345	101000
	01/15/20	ethernet, library		300.00		LIBRAR	2220 460100	345	101000
	01/15/20	ethernet, povah center		310.00		POVAH	1000 411255	345	101000
	01/15/20	ethernet, police station		350.00		POLICE	1000 411258	345	101000
	01/15/20	ethernet, town hall		272.00		TWNHAL	1000 411250	345	101000
	01/15/20	602-4909, town hall judge		13.32		COURT	1000 410360	345	101000
	01/15/20	602-4894 Town hall Court Clerk		1.10		COURT	1000 410360	345	101000
	01/15/20	602-4897 town hall		1.10		TWNHAL	1000 411250	345	101000
	01/15/20	602-4898 town hall		1.10		TWNHAL	1000 411250	345	101000
	01/15/20	602-4900 town hall		1.10		TWNHAL	1000 411250	345	101000
	01/15/20	602-4901 town hall		1.10		TWNHAL	1000 411250	345	101000
	01/15/20	602-4902 town hall		1.10		TWNHAL	1000 411250	345	101000
	01/15/20	602-4903 town hall		1.10		TWNHAL	1000 411250	345	101000
	01/15/20	602-4904 town hall		1.10		TWNHAL	1000 411250	345	101000
	01/15/20	602-4905 town hall		1.10		TWNHAL	1000 411250	345	101000
	01/15/20	602-4906 Library Main desk		1.10		LIBRY	2220 460100	345	101000
	01/15/20	602-4907 Library Director		1.10		LIBRY	2220 460100	345	101000
	01/15/20	602-4908 Povah Ctr		1.10		POVAH	1000 411255	345	101000
	01/15/20	602-4949 Town Hall		11.10		TWNHAL	1000 411250	345	101000
46638		2558 Hebgen Basin Fire District		54,210.00					
	02/01/20	January 2020		46,877.00		FIRE	1000 420400	357	101000
	02/01/20	employee grant January 2020		7,333.00		FIRE	1000 420471	140	101000
46640		73 Westmart Building Center		1,808.58					
	01/27/20	Street Buildings		0.00		BULDNG	1000 430200	366	101000
	01/27/20	Street Supplies		460.08		STREET	1000 430200	220	101000
	01/27/20	Stage Maint.		0.00		PARKS	1000 460430	369	101000
	01/27/20	Sewer Supplies		0.00		SEWER	5310 430600	220	101000
	01/27/20	Sewer buldngs Discount		-0.36		SEWER	5310 430600	366	101000
	01/27/20	Water Supplies		332.92		WATER	5210 430500	220	101000
	01/27/20	Police Building Supplies		0.00		POLICE	1000 411258	366	101000
	01/27/20	Police Supplies		0.00		POLICE	1000 420100	220	101000
	01/27/20	Court Supplies		0.00		COURT	1000 410360	220	101000
	01/27/20	UPDL		0.00		UPDL	1000 411252	220	101000
	01/27/20	Library Supplies		0.00*		LIBES	2220 460100	220	101000
	01/27/20	Town Hall Bldng Supplies		943.81*		TWNHAL	1000 411250	366	101000
	01/27/20	Town Hall Supplies		0.00		TWNHAL	1000 411250	220	101000
	01/27/20	Blding Dept. supplies		0.00*		BLDINS	1000 420531	220	101000
	01/27/20	Povah Ctr. Suuplies		0.00		POVAH	1000 411255	220	101000
	01/27/20	Parks Grounds		9.49		PARKS	1000 460430	365	101000
	01/27/20	Parks Supplies		62.64		PARKS	1000 460430	220	101000
	01/27/20	Parks Sm. Equip.		0.00		PARKS	1000 460430	212	101000
	01/27/20	Parks Buildings		0.00*		PARKS	1000 460430	366	101000

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Claim	Vendor #/Name/ Check Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	01/27/20 Cemetery Supplies	0.00		CEM	2240 430900	220	101000
	01/27/20 Clinic Supplies	0.00		CLINIC	1000 411251	366	101000
	01/27/20 Social Services Supplies	0.00		SOCSRV	1000 450135	220	101000
	01/27/20 Comm. Garden	0.00		CMGARD	2213 460000	220	101000
	01/27/20 Sum Rec Supplies	0.00*		SUMREC	1000 460449	220	101000
	01/27/20 Rec. Dept Supplies	0.00*		REC	1000 460440	220	101000
	01/27/20 Safety Supplies	0.00		SAFETY	1000 430200	229	101000
	01/27/20 Learning Ctr Supplies	0.00*		SIEGEL	1000 411254	220	101000
	01/27/20 Recycling	0.00		PARKS	1000 460430	534	101000
46641	1514 Verizon Wireless	1,118.59					
	20 Smartphones						
	1 regular phone1						
	5 laptops						
	01/20/20 640-0108, Police Suspended	0.00		POLICE	1000 420100	345	101000
	02/20/20 640-0121 Laptop	40.01		STREET	1000 420100	345	101000
	01/20/20 640-0141 Street SP	50.07		STREET	1000 430200	345	101000
	01/20/20 640-0159 Street SP	50.07		STREET	1000 430200	345	101000
	01/20/20 640-1103, Operator SP	50.07		STREET	1000 430200	345	101000
	01/20/20 640-1438, SS Director	17.29		SOCSER	1000 450135	345	101000
	01/20/20 640-1460, Library Dir, SP	50.06		LIBRAR	2220 460100	345	101000
	01/20/20 640-1461, S & W, SP	50.07		WATER	5210 430500	345	101000
	01/20/20 640-1462, Operator, SP	50.07		WATER	5210 430500	345	101000
	01/20/20 640-1463, Deputy PSS, SP	50.07		SEWER	1000 460430	345	101000
	01/20/20 640-1472, Ops Mgr, SP	50.07		ADMIN	1000 410210	345	101000
	01/20/20 640-1676, Rec Coord, SP	50.07		REC	1000 460440	345	101000
	01/20/20 640-1754, COP, SP	50.06		POLICE	1000 420100	345	101000
	01/20/20 640-1755, Police	50.06		POLICE	1000 420100	345	101000
	01/20/20 640-1756, Police	50.06		POLICE	1000 420100	345	101000
	01/20/20 640-1757, Police	50.06		POLICE	1000 420100	345	101000
	01/20/20 640-1758, Police, SP	50.06		POLICE	1000 420100	345	101000
	01/20/20 640-1759, Police	50.06		POLICE	1000 420100	345	101000
	01/20/20 640-7547, Street SP	50.06		PARKS	1000 460430	345	101000
	01/20/20 640-9074, PSS, SP	50.06		SEWER	1000 430200	345	101000
	02/20/20 640-2195 683 laptop	40.01		POLICE	1000 420100	345	101000
	02/20/20 640-2551 COP laptop	40.01		POLICE	1000 420100	345	101000
	02/20/20 641-0184 686 laptop	40.01		POLICE	1000 420100	345	101000
	02/20/20 641.0207 681 laptop	40.01		POLICE	1000 420100	345	101000
	01/20/20 640-2354 Exec Assist	50.07		ADMIN	1000 410210	345	101000
	01/20/20 640-2629 City Judge	50.07		COURT	1000 410360	345	101000
	01/20/20 phone upgrade	-49.99		ADMIN	1000 410210	345	101000

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Claim	Vendor #/Name/ Check Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
46644	2198 Westgate Auto Body	49.12					
	3955 01/17/20 07 Ford Expedition Headlight	49.12		STREET	1000 430200	361	101000
46645	171 Montana Food Bank Network	702.80					
	AOR-18511- 01/09/20 AOR-18511-1 Food Bank supp	702.80		HELP	7010 450135	220	101000
46646	2350 WATSON LABEL PRODUCTS	384.04					
	98766 01/16/20 Codabar item Labels	384.04*		LIBRY	2220 460100	220	101000
46647	379 Energy Laboratories, Inc	217.00					
	291639 01/21/20 Sewer Samples	217.00		SEWER	5310 430600	357	101000
46648	2977 Staples Credit Plan	73.76					
	9806527992 12/17/19 Court Supplies	42.49		COURT	1000 410360	220	101000
	9806527992 12/17/19 Court Supplies	24.38		COURT	1000 410360	220	101000
	9806527992 12/17/19 Trash can for Finance offi	6.89		FINANC	1000 410510	220	101000
46649	2537 Balco Uniform Co., Inc.	354.00					
	56817 01/21/20 Uniform - Courtis	354.00		POLICE	1000 420100	226	101000
46650	3169 Anderson Zurmuehlen & Co., P.C.	1,250.00					
	383859 01/21/20 Audit Services	1,250.00		AUDIT	1000 410530	353	101000
46651	2455 Tri State Excavating, LLC	255.00					
	8039 01/15/20 Hauling Snow with Dump trkl/13	255.00		STREET	1000 430200	398	101000
46652	65 T & E	55.23					
	42CS044309 01/13/20 Filter for 936E	55.23		STREET	1000 430200	369	101000
46653	2660 Pro Force Law Enforcement	260.00					
	397859 01/15/20 Tact Performance Power Mag(4)	260.00		POLICE	1000 420100	220	101000
46654	2357 US Bank	71,342.68					
	01/10/20 Town Hall Construction	58,445.00		BONDS	2100 490200	610	101000
	01/10/20 Town Hall Construction	12,897.68		BONDS	2100 490200	620	101000
46655	999999 ANTHONY SHANE HARPER	120.00					
	01/21/20 Returned Bond	120.00		COURT	7469 212401		101000

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Claim	Vendor #/Name/ Check Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
46656	999999 IRMA E VAZQUEZ 01/19/20 Deposit return Birthday Party	350.00 350.00		POVAH	2210 214001		101000
46657	2404 Montana-Wyoming Systems 35612 01/01/20 Povah Fir Alrm Monitrl/1-12/31	300.00 300.00		POVAH	1000 411255	350	101000
46658	329 MACOP 01/27/20 Membership Dues - Newell	100.00 100.00*		POLICE	1000 420100	335	101000
46659	1796 Barta Electric, Inc.	27,820.68					
	5549 01/16/20 New Pump House Switch fitting	36.36		WATER	5210 430500	369	101000
	5547 01/16/20 Pump House Photocell	44.80		WATER	5210 430500	369	101000
	5546 01/16/20 Chlorination Build Heat	284.93		WATER	5210 430500	369	101000
	5544 01/16/20 Backup heat for Well #4	286.36		WATER	5210 430500	369	101000
	5536 01/16/20 Sewer Lagoon-exhaust fan Light	883.98		SEWERE	5310 430600	366	101000
	5553 01/16/20 Christmas tree lights	186.32		PARKS	1000 460430	220	101000
	5550 01/16/20 Wiring,cable Greg J's office	431.48*		TWNHL	1000 411250	366	101000
	5548 01/16/20 Attic Exhaust	187.50*		TWNHL	1000 411250	366	101000
	5545 01/16/20 Office sink/coffee sink, frig	546.52*		TWNHL	1000 411250	366	101000
	5543 01/16/20 Heat tape - Office	1,063.79*		TWNHL	1000 411250	366	101000
	5542 01/16/20 Town Hall Basement Lights	765.95*		TWNHL	1000 411250	366	101000
	5541 01/16/20 City Shop Lights	444.97		ROADS	1000 430200	366	101000
	5540 01/16/20 Park Restroom lights	517.72*		PARKS	1000 411253	366	101000
	5539 01/16/20 Park Shop Lights	431.73*		PARKS	1000 411253	366	101000
	5538 01/16/20 Park pump house	1,457.29*		PARKS	1000 411253	366	101000
	5537 01/16/20 Park Men's Restroom heater	202.93*		PARKS	1000 411253	366	101000
	5552 01/16/20 Street Lights Hwy 191	1,280.00		STREET	1000 430263	357	101000
	5551 01/16/20 Hwy 20 Street Lights	492.00		STREET	1000 430263	357	101000
	5535 01/16/20 Street Lights-photocells	947.14		STREET	1000 430263	357	101000
	5534 01/16/20 Park Lights - PO 6820	17,328.91		PARKS	4000 460430	938	101000
46660	2654 Community Health Partners West2019 12/31/19 2019 Calendar Year Risk Shar	100,000.00 100,000.00		CHP	1000 510370	859	101000
46661	999999 DIANNA HANSEN 01/14/20 CIT Training Expenses	412.25 412.25		SOCSEK	1000 450135	380	101000
46662	1387 MONTANA RURAL WATER SYSTEMS 01/27/20 Conf. Registration P Russell	185.00 185.00		FINANC	1000 410510	380	101000

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46663		42 Fall River Electric		4,883.11					
	10004477	11/25/19 New Well Balance due	PO 682	4,883.11*		WELL	5220 430530	939	101000
46664		473 MT Rural Water System		75.00					
	379	01/15/20 Prorated dues to complete CY20		75.00		WATER	5210 430500	335	101000
46665		3004 Partsmaster		98.37					
	23504945	01/16/20 Shop supplies/razorcutoff wh		98.37		ROADS	1000 430200	220	101000
46666		999999 CHRISTOFER F. MILLER		20.00					
		01/29/20 Exonerated Bond		20.00		COURT	7469 212401		101000
46667		1031 Murdoch's Ranch & Home Supply		89.99					
	525612	01/25/20 Uniform for Bill Warner		89.99		STREET	1000 430200	226	101000
46668		999999 SABRAH VAN LEEUWEN		44.49					
		01/22/20 Ingredients for Cooking Class		44.49*		RECREA	1000 460440	220	101000
46669		1417 DYER GROUP, LLC		6,380.00					
	20002	01/14/20 balance of #4 Well engineering		2,775.00*			5220 430530	939	101000
	19001	01/17/19 #4 Well engineering		3,605.00*			5220 430530	939	101000
46670		2801 West Yellowstone Back & Neck		100.00					
		01/24/20 Warner DOT physical		100.00			1000 430200	351	101000
46671		3001 Montana Law Enforcement Testing		60.00					
		01/29/20 Annual Membership (6) \$10 each		60.00		POLICE	1000 420100	220	101000
46673		2937 CINTAS First Aid & Safety		248.50					
	9076214923	01/21/20 First Aide Supplies Police		248.50		POLICE	1000 420230	351	101000
46675		3242 Fisher's Technology		14.64					
	772228	01/27/20 Canon Copier Maintenanc(Financ		14.64		FINANC	1000 410510	363	101000
46676		1876 valley Glass & Windows		760.00					
	92019	01/28/20 Soc Serv Door Repairs		760.00*		TWNHL	1000 411250	366	101000
46677		2557 MTLEIRA		100.00					
		01/30/20 Membership Brenda Martin		50.00		DSPTCH	1000 420160	335	101000
		01/30/20 Membership David Rightenour		25.00		DSPTCH	1000 420160	335	101000
		01/30/20 Membership Caitlyn Johnson		25.00		DSPTCH	1000 420160	335	101000
		# of Claims	38	Total:	288,167.75				



WEST YELLOWSTONE TOWN COUNCIL  
**Town Council Meeting**  
**January 21, 2020**

COUNCIL MEMBERS PRESENT: Jerry Johnson, Brad Schmier, Greg Forsythe, Travis Watt and Jeff Mathews

OTHERS PRESENT: Town Manager Daniel Sabolsky, Public Services Superintendent James Patterson, Finance Director Lanie Gospodarek, Social Services Director Kathi Arnado, Chief of Police Scott Newell, Water & Wastewater Superintendent Greg Johnson

Fire Chief Shane Grube, Richard & Teri Gibson, Dave Noel and Kevin Harris of Forsgren Associates, Glen Loomis, Grant Jackson, Lisa Johnson, David Arnado, Shane Brown, Marysue Costello-WY Chamber of Commerce, Denice Sabolsky, Jason Brey-USFS District Ranger, Richard Klatt, Jeff Kadlec-West Yellowstone Airport,

The meeting is called to order by Mayor Jerry Johnson 6:00 PM in the Town Hall, 440 Yellowstone Avenue, West Yellowstone, Montana.

Portions of the meeting are being recorded.

The Treasurer's Report with corresponding banking transactions is on file at the Town Offices for public review during regular business hours.

#### **WORK SESSION**

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Mayor Johnson calls the meeting and explains the purpose of the work session is to discuss the Wastewater Feasibility Study that has been prepared by Forsgren Associates. Dave Noel, the Town Engineer, delivers a presentation to explain and discuss the results of the study. Noel emphasizes that this is the Council's opportunity to ask questions and seek clarification about the current status and future of the wastewater treatment facility. Noel explains that the current facility is a lagoon facility, located west of Town on property leased from the State of Montana. The facility was designed and built in 1993 with an estimated peak summer population of 7,436 people and a capacity of 323,000 gallons per day. It was designed with a 20-year projection of 10,076 people and 439,000 gallons per day. The design was submitted and approved by Montana Department of Environmental Quality (DEQ). In 1993, there was no requirement for a DEQ permit, there were no discharge limits, no monitoring or reporting requirements, and approval was based on operation within the parameters of the design. In 2018, the Town submitted an application by direction from DEQ. The permit was issued for five years, through June 30, 2023. He explains that the influent flow meter at the facility has been determined to be installed incorrectly and damaged. The current permit allow discharge as Class 1 groundwater, has a total nitrogen limit, flow limits, effluent monitoring requirements. Since 2018, the allowed flow limits are 439,000 GPD (gallons per day) and daily maximum flow of 650,000 GPD. Noel says that they are in violation of the permit about half the year, mostly the 2<sup>nd</sup> and 3<sup>rd</sup> quarters. The average daily flow in 2018 was 597,500 GPD and daily maximum flow was 732,500 GPD. Noel also explains that the retention time, the time needed for the bacteria to consume organic material, in the cells is considerably less than should be. This is caused by temperature drops as well as activity. In 2018, the Town approached DEQ to get permission to install mechanical evaporators and ultrasonic algae controllers with intention of reducing water in the lagoons. He saw the project was completed and they are able to remove an average of 95,000 GPD and as much as 135,000 GPD. They are still in violation of the permit, DEQ has given the Town until 2022 to design and build an improved facility. Noel presents a proposed schedule for selecting an improvement option, permitting and construction completion of a mechanical plant by May of 2022. He also explains that the Montana Department of Aeronautics, the owner of the property, has classified the current lagoon system as a non-compatible use. He says that this does not mean they could not expand the current lagoon system, but an environmental study will be required (2 years) and construction will likely take until May of 2025. Noel presents a graph that shows population projections from 1993 through 2040. He says that since there were no reporting requirements when the current facility was built, they are missing a lot of data between 1993 and 2018. Based on the data they have, they may expect a growth rate of about 25% over the next 20 years or 1 million gallons per day. Noel says he recommends planning for an even greater capacity, approximately 1.25 million gallons per day. He also points out that when they

decide the capacity to build the facility, that will be closely tied to the budget that is set for the project. Noel also explains the permitting parameters from Montana DEQ, pointing out that they will ensure that whatever the Town builds, it will work correctly. He explains that when they seek the new permit in 2023, they should expect that they will exceed the current permit limits by 2025 and they will likely receive a more stringent permit. Noel briefly describes the permit held by Anaconda-Deer Lodge County, which they expect will be similar to what will be issued to the Town. Noel also explains that due to the extreme temperatures they experience in West Yellowstone in the winter, the bacteria in the ponds die and it takes 90 days to regrow the bacteria when the temperatures warm up. Noel reports that currently, the influent flow meter is inoperable, the diversion structure is operable. Cells A/B have a damaged liner, excessive biosolids, inoperable coarse bubble aeration. Cell A has operable fine bubble aeration, Cell C is operable but the Cell C outlet structure has a damaged gate. The aeration blowers need to be replaced, the IP beds are operable as are the new ultrasonic algae control units and mechanical evaporators. Noel says they basically have three alternatives: the first is status quo, just fix up what they have. The second is to expand the lagoon system that is currently in use and the third is to build a mechanical plant. Noel estimates that the status quo option will cost the Town \$3.4 million and a 20-year life cycle cost of \$7.4 million. Noel explains that the estimate to build additional lagoons is over \$25 million and the 20 year life cycle cost is over \$39 million. He says that is a significant cost, but nearly half the cost is they would likely be required to cover the lagoons. The covers, often floating balls, keep the birds and water fowl from landing on the ponds, which is a danger for airplanes and do not have a history of lasting very long. He explains the pros and cons of this option, pointing out that this option will be the most expensive and take the longest to accomplish. The last option is a mechanical treatment plant. They would drain the lagoons and not have to make any more repairs. The capital cost is just shy of \$14 million, the life cycle cost is just over \$18 million. Noel presents pictures of possible mechanical treatment plant options. Noel presents positive considerations for a mechanical treatment plant, including using less space, aggressive construction schedule. The council discusses the three alternatives and multiple options. The Council asks Noel what he needs from them to proceed. Noel says he needs a build out design number, how big of a plant should they build? He also needs them to recommend an option, whether the status quo, lagoon, or mechanical treatment. Noel says that if they move forward with a mechanical treatment plant, he will recommend a type of a plant to build. Sabolsky asks if they proceed with a mechanical plant as discussed, will that meet the needs of the airport property as well. Noel answers that it will and the estimated needs for the airport is not that much. The Council considers the impact of the water available on the wastewater facility. Watt asks if there are other options they should be considering besides what has been presented tonight. Noel answers that there two options really are either a lagoon system or a mechanical plant, but there are a myriad of options within both of those options. Johnson encourages the Council to email any questions they may have to Sabolsky and Noel. He asks Sabolsky to send out a copy of the letter from the Federal Aviation Association and to clarify what they need from the Council.

Johnson says the next item on the work session is a discussion about events and charges for services by the Town. Sabolsky explains that they have run into some issues with event requests and what is being requested by the Town. The upcoming skijoring event has requested significant assistance from the Town. Sabolsky points out that everything he has requested can be provided by private contractors and that puts the Town in a difficult position. The Council advises that the Town should support on the event as requested this year and reevaluate it before next year. The Council also recommends setting up a meeting with the event organizer within the next two weeks to work out the details, a meeting that the Mayor, Town Manager and Public Services Superintendent can attend.

The work session is adjourned at approximately 8:50 PM, the regular meeting begins at 9:00 PM.

### **ACTION TAKEN**

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- 1) Motion carried to approve Purchase Order #6875 to Gallatin County Elections for \$5056.32 for election services. (Forsythe, Schmier)
- 2) Motion carried to approve Purchase Order #6893 to Dellinger & Gallagher for \$10,550.41 for resort tax audits. (Forsythe, Mathews)
- 3) Motion carried to approve the claims, which total \$68,770.74 (Schmier, Forsythe) Forsythe abstains from #46607 to Westmart Building Center for \$97.87.
- 4) Motion carried to approve the Consent Agenda, which includes the minutes of the January 7, 2020 Town Council Meeting. (Forsythe, Schmier)
- 5) Motion carried to approve the new business license application for Extra Holidays, LLC, an online travel agency. (Watt, Mathews)
- 6) Motion carried to appoint Liz Watt to the Parks & Recreation Advisory Board for a term of four years. (Forsythe, Schmier)

### **Public Comment Period**

Glen Loomis addresses the Council. He explains that he was on the Council in 1992 when the existing lagoon was built. He says that it is time to move forward with a mechanical treatment plant and work with Forsgren Associates to determine what type of plant is the best option for West Yellowstone. He says they also need to welcome their visitors and encourage special events to come in the winter.

Travis Eickman of Morrison Maierle Engineering addresses the Council as the senior engineer representing the Yellowstone Airport. He says they are working on an environmental assessment to build a new terminal on the airport property. He also explains that they would like to explore the option of connecting to the Town for water and sewer services. He says they are approaching some funding milestones and requests consideration as quickly as possible. Forsythe requests that Morrison Maierle communicate directly with the Town rather than through the Montana Department of Aeronautics. Schmier asks if they have provided how what they actually need and he responds that they have.

Jason Brey-District Ranger for the US Forest Service addresses the Council. He asks the Council to seriously consider the need for water and sewer services at the USFS Jump Base. He says that they have millions of dollars of needed upgrades and will finally be able to start that this summer. He also mentions that the Town has a new water tank on its capital improvement plan for FY 2021 and encourages them to move forward as an environmental analysis will be required for that project.

### **Council Comments**

Council Member Forsythe reports that Bruce McPherson told him today that they have secured funding for Little Rangers Learning Center for the next five years. He also reports that the director, Katie Ostberg, has resigned and they are seeking a new director.

Johnson mentions that he sent out an email today regarding the evaluation of the Town Manager. He says he would like to send that out and ask the council members to complete the evaluation by the end of January and they conduct the evaluation the first meeting in February. Forsythe points out that they have two brand new council members and it doesn't seem appropriate to ask them to perform an evaluation already. Forsythe suggests pushing it back to April. Johnson says he will discuss it tomorrow with the Town Attorney.

## **DISCUSSION**

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- 1) Finance Director Lanie Gospodarek explains that the invoice from Gallatin County did come in higher than expected this year due to increased publication costs, more ballot issues, and additional candidates.
- A) **Advisory Board Reports:** Brad Schmier reports that the Health Care Advisory Board met last Friday and were introduced to the new Chief Operating Officer of Bozeman Deaconess and the Big Sky Medical Center. The president of Community Health Partners was also at the meeting. He says they also discussed the new x-ray machine at the clinic.
- B) **Town Manager & Department Head Reports:** Town Manager Daniel Sabolsky reports that he traveled to Helena last week to sign final documents for the water well project with the contractor. They need to finalize everything with Engineer Dick Dyer and transfer the water rights. The Cemetery Board is meeting tomorrow and will be discussing whether families can dig their own graves. He says they are also working on a fee resolution that they hope to present in February. Sabolsky says he and Finance Director have been looking at possible debt reductions and investments. The revised Povah Rental documents seem to be working well and he thanks the Council for approving them. The Safety Committee is meeting tomorrow and preparing for an official inspection by the Department of Labor.

## **CORRESPONDENCE**

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Dated January 13, 2020, Buck Taylor of Community Health Partners writes to thank the Town for its financial contribution towards the new x-ray machine at the clinic and shares pictures of the new machine. Received January 15, 2020, Gus Tureman of Two Seasons Recycling writes to explain new charges for recycling bins in the downtown area. Town Manager Dan Sabolsky says they'll address this issue with Tureman.

The meeting is adjourned. (10:00 PM)

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Mayor

ATTEST:

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Town Clerk



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**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

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**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of February 15, 2020 ("Effective Date") between  
Town of West Yellowstone, Montana ("Owner") and  
Forsgren Associates, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:  
New wastewater treatment facility ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: Design of a mechanical wastewater treatment facility, to provide bidding assistance, and construction administration services.

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
  - 1. any development that affects the scope or time of performance of Engineer's services;
  - 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

### **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

#### **3.01 Commencement**

- A. Engineer is authorized to begin rendering services as of the Effective Date.

#### **3.02 Time for Completion**

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

### **ARTICLE 4 – INVOICES AND PAYMENTS**

#### **4.01 Invoices**

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

#### **4.02 Payments**

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
  1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

### 5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or

implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
  - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
  - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations;
    - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
    - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

#### 6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

### 6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

### 6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
  - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - b. by Engineer:
    - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
    - 3) Engineer shall have no liability to Owner on account of such termination.
  - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose

value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

#### 6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

#### 6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

## 6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

## 6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

## 6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## **ARTICLE 7 – DEFINITIONS**

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
  1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
  3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and

allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and

start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
  35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
  36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
  37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- B. *Day*:
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

## **ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS**

### **8.01 Exhibits Included:**

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit. NOT USED
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.

- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions. NOT USED
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

#### 8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

#### 8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

#### 8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.**

Owner: [Town of West Yellowstone, Montana ]

Engineer: [Forsgren Associates, Inc.]

By: [ ]

By: [ ]

Print name: [ ]

Print name: [Kevin Harris]

Title: [ ]

Title: [Division Manager]

Date Signed: [ ]

Date Signed: [ ]

Engineer License or Firm's Certificate No. (if required):

[ ]

State of: [Montana]

Address for Owner's receipt of notices:

[ ]

Address for Engineer's receipt of notices:

[350 N 2<sup>nd</sup> East  
Rexburg, Idaho 83440]

Designated Representative (Paragraph 8.03.A):

[ ]

Title: [ ]

Phone Number: [ ]

E-Mail Address: [ ]

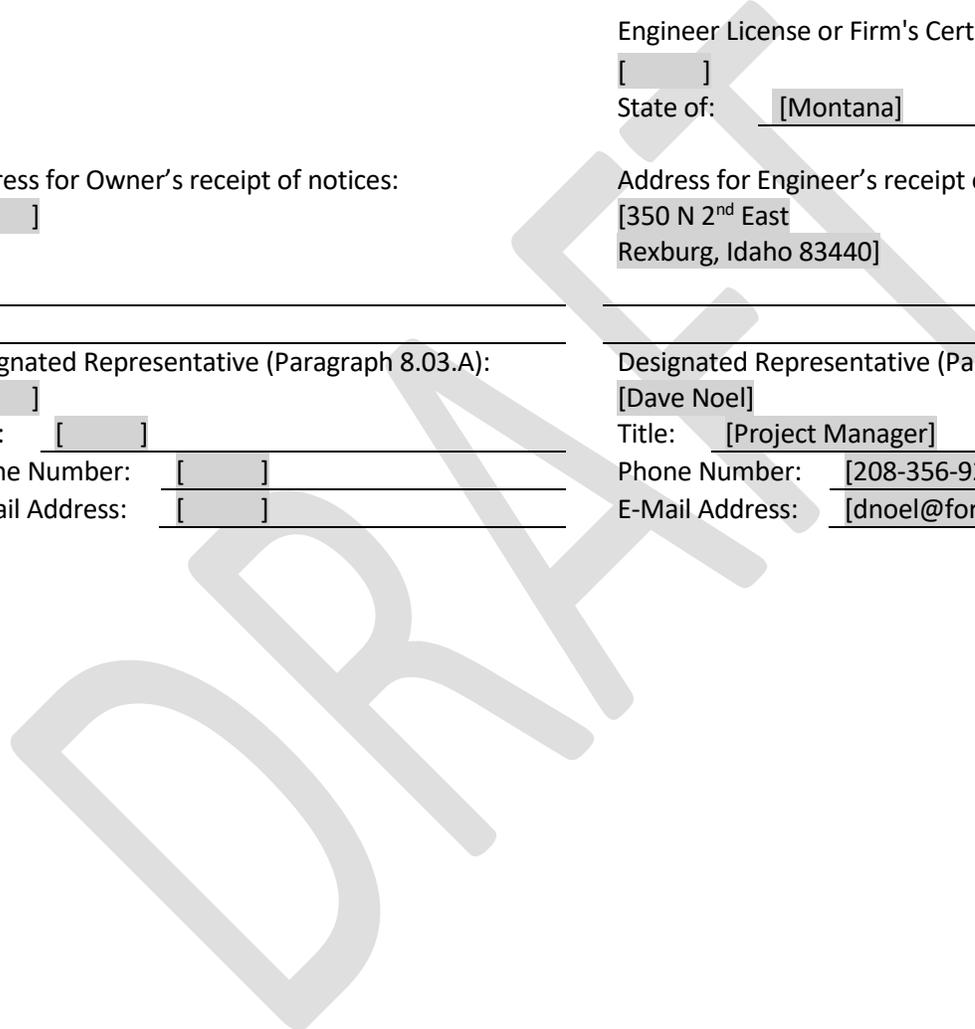
Designated Representative (Paragraph 8.03.A):

[Dave Noel]

Title: [Project Manager]

Phone Number: [208-356-9201]

E-Mail Address: [dnoel@forsgren.com]



This is **EXHIBIT A**, consisting of [15] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [Feb. 15, 2020].

## **Engineer's Services**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### *A1.01 Study and Report Phase – DELETED*

#### *A1.02 Preliminary Design Phase*

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
  2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
  3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
  4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
  5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

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#### **Exhibit A – Engineer's Services**

6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
  7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
  8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
  9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
    - a. Geotechnical investigation and report.
    - b. Summary report for utility service coordination.
  10. Furnish 2 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 60 days of authorization to proceed with this phase, and review them with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
  11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 2 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 30 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

#### A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes

in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Perform or provide the following other Final Design Phase tasks or deliverables: None
10. Furnish for review by Owner, its legal counsel, and other advisors, 2 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 210 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 2 final copies of such documents to Owner within 30 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
  - C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
  - D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

#### A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
  1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
  2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
  3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
  4. Consult with Owner as to the qualifications of prospective contractors.

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
  - a. Attend 2 council or work meetings to present bid tabulation and recommendation regarding award.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

#### A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
  1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
  2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of

such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. *Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01. The Engineer agrees to perform field and laboratory materials testing to perform the services identified in Exhibit B, Paragraph B2.01 with such services compensated as an additional service.*

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders*: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives*: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests*:
  - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
  - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
  - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the

Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
  - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final

payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
  24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:
    - a. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
  25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
  26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

#### A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

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#### Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
  2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
  3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
    - a. Attend 2 council meetings to report on identified defects and recommend corrective actions as needed.
    - b. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
    - c. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
    - d. Preparation of operation, maintenance, and staffing manuals.
    - e. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
    - f. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

## **PART 2 – ADDITIONAL SERVICES**

### **A2.01 *Additional Services Requiring Owner's Written Authorization***

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
  1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
  - a. detailed consideration of operations, maintenance, and overhead expenses;
  - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
  - c. preparation of appraisals;
  - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
  - e. detailed quantity surveys of materials, equipment, and labor; and
  - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
  - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

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**Exhibit A – Engineer's Services**

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- b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

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**Exhibit A – Engineer's Services**

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24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

**A2.02 Additional Services Not Requiring Owner's Written Authorization**

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
  1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
  2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
  5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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This is **EXHIBIT B**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [Feb. 15, 2020 ].

## **Owner's Responsibilities**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - 1. Property descriptions.
  - 2. Zoning, deed, and other land use restrictions.
  - 3. Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
  6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
  7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
  2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: [ None ]

This is **EXHIBIT C**, consisting of [6] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [February 15, 2020].

## Payments to Engineer for Services and Reimbursable Expenses COMPENSATION PACKET BC-1: Basic Services – Lump Sum

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

### ARTICLE 2 – OWNER’S RESPONSIBILITIES

#### C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$[2,126,572 ] based on the following estimated distribution of compensation:

a. Study and Report Phase	\$[ Not Used ]
b. Preliminary Design Phase	\$[245,380]
c. Final Design Phase	\$[1,321,405]
d. Bidding and Negotiating Phase	\$[38,007]
e. Construction Phase	\$[461,350]
f. Post-Construction Phase	\$[60,431]

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): [None] ***[List any such expenses here, or indicate “None.” If “None” then the reference to Appendix 1 may be deleted.]***

5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the

billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding [24] months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

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**COMPENSATION PACKET RPR-2:  
Resident Project Representative – Standard Hourly Rates**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment**

**A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:**

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$[424,500] based upon full-time RPR services on an ten-hour workday, Monday through Friday, over a [548] day construction schedule.

**B. Compensation for Reimbursable Expenses:**

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of [1.1].
4. The Reimbursable Expenses Schedule will be adjusted annually (as of [January 1]) to reflect equitable changes in the compensation payable to Engineer.

**C. Other Provisions Concerning Payment Under this Paragraph C2.04:**

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**Exhibit C – Compensation Packet RPR-2: Resident Project Representative Services—  
Standard Hourly Rates Method of Payment.**

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1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.15].
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
  - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**COMPENSATION PACKET AS-1:  
Additional Services – Standard Hourly Rates**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment**

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
  2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
  3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [1.1].
  4. The Reimbursable Expenses Schedule will be adjusted annually (as of [January 1 ]) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.15].
  2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

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Exhibit C – Compensation Packet AS-1: Additional Services –  
Standard Hourly Rates Method of Payment.

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3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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This is **Appendix 1 to EXHIBIT C**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [February 15, 2020].

## **Reimbursable Expenses Schedule**

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Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

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**REIMBURSABLE EXPENSE SCHEDULE**

<b>No.</b>	<b>Expense Category</b>	<b>Expense Item</b>	<b>Rate</b>	<b>Mark-Up</b>
901	Airline Travel/Transportation		Cost Plus	10%
902	Meals/Per Diem/Business Mtgs.		\$35 per day	N/A
903	Printing/Reproduction	8-1/2 x 11 black & white copies	\$0.10 per copy	N/A
	Printing/Reproduction	8-1/2 x 11 color copies	\$1.00 per copy	N/A
	Printing/Reproduction	11 x 17 black & white copies	\$0.25 per copy	N/A
	Printing/Reproduction	11 x 17 color copies	\$2.00 per copy	N/A
	Printing/Reproduction	22 x 34 plots/blueprints on bond	\$5.00 per copy	N/A
	Printing/Reproduction	22 x 34 plots on mylar	\$25 per copy	N/A
904	Communication/Telephone		Cost Plus	10%
905	Postage/Shipping		Cost Plus	10%
906	Office Supplies		Cost Plus	10%
907	Drafting Supplies		Cost Plus	10%
908	Field Supplies		Cost Plus	10%
909	Lab Supplies		Cost Plus	10%
910	Equipment Lease	GPS Unit	\$250 per day	N/A
	Equipment Lease	GPS Path Finder	\$150 per day	N/A
	Equipment Lease	Field Vehicle (on site)	\$50 per day	N/A
	Equipment Lease	Troxler Nuclear Density Gauge	\$50 per day	N/A
	Equipment Lease	ISCO Automatic Sampler	\$10 per day	N/A
	Equipment Lease	Flowmeter	\$10 per day	N/A
911	Field Vehicle		\$800/month	N/A
912	Auto Mileage		\$0.60 per mile	N/A
913	Equipment Maintenance		As Agreed	N/A
914	Office Rent		As Agreed	N/A
915	Hotel & Lodging		Cost Plus	10%
916	Gas		Cost Plus	10%
917	Material Testing Lab Work		Cost Plus	10%
918	Aerial Photography		Cost Plus	10%
922	Reimbursable Project Expenses	Phone, copies, postage, etc	\$5/manhour	NA

**Exhibit C – Appendix 1: Reimbursable Expenses Schedule.**

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This is **Appendix 2 to EXHIBIT C**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [February 15, 2020].

## Standard Hourly Rates Schedule

### A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

### B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

STAFF TYPE	WORK CLASSIFICATION	HOURLY RATE	STAFF TYPE	WORK CLASSIFICATION	HOURLY RATE
110	Engineer/Scientist I Staff Engineer	\$90	430	Inspector III Senior Inspector	80
120	Engineer/Scientist II Project Engineer	110	440	Inspector IV Specialist Inspector	95
130	Engineer/Scientist III Project Manager/Engineer	130	450	Inspector V Supervising Inspector	110
140	Engineer/Scientist IV Project Manager	150	610	GIS/Planner I Assistant GIS Tech.	60
150	Engineer/Scientist V Division Manager	180	620	GIS/Planner II Project GIS Technician	70
160	Engineer/Scientist VI Principal Engineer	210	630	GIS/Planner III Senior GIS Technician	80
210	Engineering Technician. I Assistant Technician	60	640	GIS/Planner IV Specialist GIS Tech.	95
220	Engineering Technician. II Project Technician	70	650	GIS/Planner V Supervising GIS Tech	125
230	Engineering Technician III Senior Technician	80	710	Administrative I Receptionist	50
240	Engineering Technician IV Senior Technician	95	720	Administrative II Secretary	60
250	Engineering Technician V Supervising Technician	110	730	Administrative III Senior Secretary	75
260	Engineering Technician VI Supervising Technician	125	740	Administrative IV Office Manager	90
310	CAD Drafter I Drafter	60	910	Survey Technician I Rod Man	60
320	CAD Drafter II Senior Drafter	70	920	Survey Technician II Instrument Man	70
330	CAD Drafter III Designer	80	930	Survey Technician III Senior Surveyor	80
340	CAD Drafter IV Senior Designer	95	940	Surveyor IV Party Chief	95

### Exhibit C – Appendix 2: Standard Hourly Rates Schedule.

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340	CAD Drafter V CAD Manager	110		950	Surveyor V Chief of Survey	125
410	Inspector I Assisting Inspector	60		960	2-Man Survey Crew	160
420	Inspector II Project Inspector	70		970	2-Man Survey Crew- GPS	180

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This is **EXHIBIT D**, consisting of [5] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [Feb. 15, 2020 ].

## **Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

### **ARTICLE 1 - SERVICES OF ENGINEER**

#### **D1.01 Resident Project Representative**

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
  - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
  - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but

not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
  - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
  - e. Maintain records for use in preparing Project documentation.
  - f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
12. *Reports:*
- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
  - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
  - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
  - d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
15. *Completion:*
- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
  - b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [Feb. 15, 2020 ].



**NOTICE OF ACCEPTABILITY OF WORK**

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**PROJECT:**

**OWNER:**

**CONTRACTOR:**

**OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:**

**EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:**

**ENGINEER:**

**NOTICE DATE:**

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**To:**

**Owner**

**And To:**

**Contractor**

**From:**

**Engineer**

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, and the following terms and conditions of this Notice:

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

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Exhibit E – Notice of Acceptability of Work.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer’s professional opinion.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner’s reservations of rights with respect to completion and final payment.

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

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

Dated: \_\_\_\_\_

This is **EXHIBIT G**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [Feb. 15, 2020].

## Insurance

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Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

### G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
  - 1) Bodily injury, each accident: \$[5,000]
  - 2) Bodily injury by disease, each employee: \$[5,000]
  - 3) Bodily injury/disease, aggregate: \$[5,000]
- c. General Liability --
  - 1) Each Occurrence (Bodily Injury and Property Damage): \$[1,000,000 ]
  - 2) General Aggregate: \$[1,000,000 ]
- d. Excess or Umbrella Liability --
  - 1) Per Occurrence: \$[1,000,000 ]
  - 2) General Aggregate: \$[1,000,000 ]
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):  
\$[1,000,000]
- f. Professional Liability --
  - 1) Each Claim Made \$[1,000,000]
  - 2) Annual Aggregate \$[1,000,000]
- g. Other (specify): \$[None]

2. By Owner:

- a. Workers' Compensation: Statutory

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Exhibit G – Insurance.

b. Employer's Liability --

- 1) Bodily injury, Each Accident \$[5,000]
- 2) Bodily injury by Disease, Each Employee \$[5,000]
- 3) Bodily injury/Disease, Aggregate \$[5,000]

c. General Liability --

- 1) General Aggregate: \$[1,000,000]
- 2) Each Occurrence (Bodily Injury and Property Damage): \$[1,000,000]

d. Excess Umbrella Liability

- 1) Per Occurrence: \$[1,000,000]
- 2) General Aggregate: \$[1,000,000]

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$[1,000,000]

f. Other (specify):

\$[None]

B. Additional Insureds:

- 1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. [Forsgren Associates Inc.]  
Engineer

b. [Engineering System Solutions (ES2)]  
Engineer's Consultant

c. [Excell Engineering]  
Engineer's Consultant

d. [None]  
[other]

- 2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

- 3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

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Exhibit G – Insurance.

This is **EXHIBIT H**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [Feb. 15, 2020].

## **Dispute Resolution**

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Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

***[NOTE TO USER: Select one of the two alternatives provided.]***

### H6.08 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by ***[mediator as mutually agreed]***. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [Feb. 15, 2020].

## Limitations of Liability

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Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.

---

2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to:

- a. Regulatory fines
- b. Loss of profits or revenue

B. *Indemnification by Owner:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

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Exhibit I - Limitations on Liability.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

This is **EXHIBIT K**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [Feb. 15, 2020].

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. \_\_\_\_\_**

The Effective Date of this Amendment is: \_\_\_\_\_.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- \_\_\_ Additional Services to be performed by Engineer
- \_\_\_ Modifications to services of Engineer
- \_\_\_ Modifications to responsibilities of Owner
- \_\_\_ Modifications of payment to Engineer
- \_\_\_ Modifications to time(s) for rendering services
- \_\_\_ Modifications to other terms and conditions of the Agreement

Description of Modifications:

***Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.***

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): \_\_\_\_\_

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Print name: \_\_\_\_\_

By: \_\_\_\_\_  
Print name: \_\_\_\_\_

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

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

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

DRAFT



COMMUNITY  
HEALTH PARTNERS

REAL PEOPLE. REMARKABLE HEALTHCARE.

January 27, 2020

Mr. Dan Sabolsky, Operations Manager  
Town of West Yellowstone  
PO Box 1570  
West Yellowstone, MT 59758-1570

Dear Mr. Sabolsky:

On behalf of Community Health Partners (CHP), may this letter serve to accompany financial information pertaining to CHP's seventh calendar year of operations in the Guy Hanson Medical Clinic. CHP is requesting the Town's share of \$100,000 in the risk-share agreement as voted on by the WY Town Council in 2019.

Last year, CHP-West Yellowstone provided comprehensive medical services to 1,822 patients during more than 4,000 visits. Our core staffing is providing great care with Erin Bevan, FNP, RN, continuing to lead the clinical team in partnership with the Big Sky Medical Center physicians. Our nurse, Becky Goltz, LPN, is working toward her RN degree while our medical assistant, Madison Meitzel, completed the majority of her licensure requirements as a limited permit-holder radiology technician, which gives us two staff members licensed to take x-rays. The installation of the new x-ray machine was completed thanks to the generosity of local donors, including the Town Council, adding to the array of services available in-house.

CHP continues to open its doors to all residents and tourists in need of access to healthcare and serves a wide range of clients. Consistent with past years, more than one in five patients served at CHP's West Yellowstone location were over age 65 and covered by Medicare, and more than 35% of patients were covered by Medicaid or were uninsured and qualified for CHP's sliding fee discount. In 2019, nearly 60% of patients served were living at an address located in the greater Hebgen Basin area.

Our Learning Partners program is very busy, and the program is growing. In 2019, 16 families received 194 home visits through CHP's the Parents as Teachers (PAT) program. The program utilizes evidence-based strategies to support parents in improving their skills and increases school readiness, an important childhood success indicator. Additionally, CHP's Learning Partners program in West Yellowstone collaborated with the Social Services Department, Little Rangers Early Learning Center and the school district to promote the needs of and serve families with zero to eight-year-olds through the newly formed West Yellowstone Early Childhood Coalition. This included several well attended community events, like the Bike Rodeo. CHP partnered with the Social Services department and the Park County Health Department to create a Diaper Depot which provides diapers to families in need and with library to provide story time each month and to create and maintain the Toy Lending Library.

In 2020, we are looking forward to continuing to explore how we can leverage partnerships and relationships to offer enhanced services within our walls and in the community. We are grateful for the Town's ongoing partnership and coordination with other community organizations that enable CHP to serve West Yellowstone.

Sincerely,

Lander Cooney, CEO

**CHP - WEST YELLOWSTONE**  
**Profit & Loss**  
 January through December 2019

	Jan - Dec 19
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
4001 · Total Net Patient Revenue	438,369.19
4510.8 · Meaningful Use Incentives	8,500.00
4610 · Rev. - Donations	63,316.22
4910 · Rev. - Other Income.	31,056.20
<b>Total Income</b>	541,241.61
<b>Gross Profit</b>	541,241.61
<b>Expense</b>	
5000 · Salaries Medical	256,173.54
5060 · Contract Services - Medical	23,799.01
5070 · Supplies - Medical Supplies	42,884.20
5075 · Med Exp - CME/Dues/Licensure	15,415.89
5080 · Insurance - Med Prof Liability	1,021.72
5100 · Equipment - Medical Eq	3,289.22
6100 · Mental Health	20,936.13
6300 · Enabling Services	2,229.65
7000 · Facility Expense	23,099.38
7016 · Utilities Phone	8,564.60
7101 · Salaries Administrative	89,922.30
7200 · Fringe Benefits	71,243.66
7250 · Supples - Office	2,590.93
7275 · Professional Fees	2,658.64
7280 · Contract Services - Admin	845.80
7300 · Other Admin/Medical Expense	900.69
7310 · Organization Dues	183.00
7350 · Travel Expense/Board Training	5,685.48
<b>Total Expense</b>	571,443.84
<b>Net Ordinary Income</b>	(30,202.23)
<b>Other Income/Expense</b>	
<b>Other Income</b>	
8008 · Donations Capital Campaign	101,995.00
9250 · Federal Grants	556.00
<b>Total Other Income</b>	102,551.00
<b>Other Expense</b>	
9110 · Capital Expense - Equipment	103,731.09
9200 · Admin. Overhead Allocation	104,312.25
<b>Total Other Expense</b>	208,043.34
<b>Net Other Income</b>	(105,492.34)
<b>Net Income</b>	(135,694.57)

CHP - WEST YELLOWSTONE  
Profit & Loss  
January through December 2019

	Jan - Dec 19
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
4001 · Total Net Patient Revenue	
4010 · Rev- Patient Pay	
4011 · Self-Pay Patient Charges	227,881.39
4013 · Sliding Fee Discounts	(52,965.92)
4113 · Employee Discount	(477.66)
4114 · Patient Pay - Bad Debt	(52,231.07)
	122,206.74
Total 4010 · Rev- Patient Pay	
4210 · Rev. - Medicare	
4211 · Medicare charges	148,988.76
4212 · Medicare Adjustment	(56,279.66)
	92,709.10
Total 4210 · Rev. - Medicare	
4310 · Rev. - Medicaid	
4311 · Medicaid Charges	124,972.66
4312 · Medicaid - FQHC Adj.	(31,613.36)
	93,359.30
Total 4310 · Rev. - Medicaid	
4410 · Rev. Private Insurance	
4411 · Private Insurance Charges	245,006.69
4412 · Private Insurance Adjustments	(114,912.64)
	130,094.05
Total 4410 · Rev. Private Insurance	
Total 4001 · Total Net Patient Revenue	438,369.19
4510.8 · Meaningful Use Incentives	8,500.00
4610 · Rev. - Donations	
4620.2 · Donations - General	746.22
4620.4 · Donations - Foundation	62,000.00
4620.6 · Donated Professional Services	570.00
	63,316.22
Total 4610 · Rev. - Donations	
4910 · Rev. - Other Income.	
4910.1 · Bad Debt Recoveries	6,345.42
4910.2 · Cost Report Settlements	10,037.34
4910.5 · Medicaid PCMH	9,220.74
4910.55 · BCBS Blue Value	3,289.70
4910.6 · Medication Sales	2,163.00
	31,056.20
Total 4910 · Rev. - Other Income.	
<b>Total Income</b>	<b>541,241.61</b>
<b>Gross Profit</b>	<b>541,241.61</b>
<b>Expense</b>	
5000 · Salaries Medical	
5000.1 · Med-Physician	1,696.60
5000.2 · Med-PA/NP	154,367.69
5000.3 · Med-Nurse - RN	63,520.03
5000.4 · Med - Other Medical Staff	36,019.22
5000.6 · Med - Nutritionist	570.00
	256,173.54
Total 5000 · Salaries Medical	
5060 · Contract Services - Medical	
5060.1 · Contract Medical - Providers	19,600.00
5060.2 · Cont. Serv. Medical -Lab & XRay	4,199.01
	23,799.01
Total 5060 · Contract Services - Medical	
5070 · Supplies - Medical Supplies	
5070.1 · Supplies Med.	18,239.52
5070.2 · Vaccines Med.	20,254.21
5070.3 · Vaccines - Flu	4,039.90

12:16 PM

01/10/20

Accrual Basis

CHP - WEST YELLOWSTONE

Profit & Loss

January through December 2019

	<u>Jan - Dec 19</u>
5070.4 · Injectables	350.57
<b>Total 5070 · Supplies - Medical Supplies</b>	<b>42,884.20</b>
5075 · Med Exp - CME/Dues/Licensure	
5075.2 · Med - CME	3,266.12
5075.3 · Dues/Licensure/DEA	956.71
5075.5 · Travel - Medical	11,193.06
<b>Total 5075 · Med Exp - CME/Dues/Licensure</b>	<b>15,415.89</b>
5080 · Insurance - Med Prof Liability	1,021.72
5100 · Equipment - Medical Eq	3,289.22
6100 · Mental Health	
6105 · Behavioral Health Spec	15,321.15
6115 · IBH - CME/Dues/Travel	5,614.98
<b>Total 6100 · Mental Health</b>	<b>20,936.13</b>
6300 · Enabling Services	
6307 · Outreach & Enrollment Staff	554.92
6309 · Contract Interpreter Services	675.00
6314 · Outreach Expense	803.60
6320 · Patient Assistance-emer-exp	
6320.2 · patient assistance expense	196.13
<b>Total 6320 · Patient Assistance-emer-exp</b>	<b>196.13</b>
<b>Total 6300 · Enabling Services</b>	<b>2,229.65</b>
7000 · Facility Expense	
7000.1 · Building Rent Expense	1,200.00
7000.4 · Cleaning Supplies	1,638.45
7000.5 · Facility Cleaning	12,445.25
7000.6 · Utilities	6,882.81
7000.8 · Maint + Repairs	932.87
<b>Total 7000 · Facility Expense</b>	<b>23,099.38</b>
7016 · Utilities Phone	
7016.1 · Phone - Local & Data	7,402.65
7016.2 · Cell Phones	1,161.95
<b>Total 7016 · Utilities Phone</b>	<b>8,564.60</b>
7101 · Salaries Administrative	
7101.1 · Admin-Exec	24,355.44
7101.4 · Admin-Generalists	65,566.86
<b>Total 7101 · Salaries Administrative</b>	<b>89,922.30</b>
7200 · Fringe Benefits	
7201 · FICA Tax	28,261.23
7202 · Unemployment MT	2,093.55
7203 · Workers Comp. Ins	3,485.39
7207 · Health Insurance	25,400.77
7208.1 · 403(b) Match	8,537.20
7209 · HSA Deposits	3,126.74
7211 · Life Insurance	338.78
<b>Total 7200 · Fringe Benefits</b>	<b>71,243.66</b>
7250 · Supplies - Office	
7250.1 · General Office	2,590.93

12:16 PM  
01/10/20  
Accrual Basis

CHP - WEST YELLOWSTONE  
**Profit & Loss**  
January through December 2019

	<u>Jan - Dec 19</u>
Total 7250 · Supplies - Office	2,590.93
7275 · Professional Fees	
7275.1 · Acctg and Patient Billing Fees	1,382.97
7275 · Professional Fees - Other	1,275.67
Total 7275 · Professional Fees	2,658.64
7280 · Contract Services - Admin	845.80
7300 · Other Admin/Medical Expense	
7301 · Postage and Shipping	297.90
7303 · Recruitment	211.10
7304 · Credentialing/Background Checks	121.00
7306 · Other Admin Expense	270.69
Total 7300 · Other Admin/Medical Expense	900.69
7310 · Organization Dues	183.00
7350 · Travel Expense/Board Training	
7350.3 · Celebration Funds	62.00
7350.6 · In-State Travel/Misc Food/	5,623.48
Total 7350 · Travel Expense/Board Training	5,685.48
<b>Total Expense</b>	<b>571,443.84</b>
<b>Net Ordinary Income</b>	<b>(30,202.23)</b>
<b>Other Income/Expense</b>	
<b>Other Income</b>	
8008 · Donations Capital Campaign	101,995.00
9250 · Federal Grants	
9255 · Federal 330 Grant	556.00
<b>Total 9250 · Federal Grants</b>	<b>556.00</b>
<b>Total Other Income</b>	<b>102,551.00</b>
<b>Other Expense</b>	
9110 · Capital Expense - Equipment	103,731.09
9200 · Admin. Overhead Allocation	104,312.25
<b>Total Other Expense</b>	<b>208,043.34</b>
<b>Net Other Income</b>	<b>(105,492.34)</b>
<b>Net Income</b>	<b>(135,694.57)</b>

**COMMUNITY HEALTH PARTNERS**

112 W Lewis St  
Livingston, MT 59047

**Invoice**

Date	Invoice #
12/31/2019	West 2019

<b>Bill To</b>
Town of West Yellowstone P.O. Box 1570 West Yellowstone, MT 59758

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	2019 Calendar Year Risk Share	100,000.00	100,000.00
		<b>Total</b>	<b>\$100,000.00</b>

# WILL WEST VACATION RENTALS

## Perspective



## Project Summary

NEW CONSTRUCTION OF VACATION RENTALS IN WEST YELLOWSTONE

### Materials Legend

	CONCRETE
	EARTH
	FINISHED WOOD
	FRAMING OR BLOCKING
	INTERMEDIATE WOOD BLOCKING
	PLYWOOD
	CELLULOSE INSULATION
	RIGID INSULATION

### Renovation Legend

	EXISTING MATERIAL
--	-------------------

### Symbols Legend

	DRAWING NUMBER		DRAWING TITLE
	SHEET REFERENCE		BUILDING SECTION NUMBER
	DETAIL REFERENCE NUMBER		SHEET REFERENCE
	WINDOW ID TAG		DOOR ID TAG



01 VICINITY PLAN  
NOT TO SCALE

## General Notes

- Drawings and specifications are the exclusive property of this designer whether the project for which they were prepared is executed or not. These documents are not to be reproduced in any form and they are not to be used by the project owner nor any other entity on any other projects except by written authorization and permission from this designer.
- Contractor shall verify all dimensions and conditions shown on these drawings at the job site and shall notify the designer or general contractor of any discrepancies, omissions and/or conflicts before proceeding with the work.
- Contractor must comply with the rules and regulations of agencies having jurisdiction and shall conform to all city, county, state and federal construction, safety and sanitary laws, codes, statutes and ordinances.
- Each trade will proceed in a fashion that will not delay the trades following them.
- Contractors shall be responsible for the distribution of drawings and/or specifications to the trades under their jurisdiction.
- All work shall be erected and installed, plumb, level and square, true and in proper alignment.
- All materials shall be new, unused and installed per manufacturer's recommendations and instructions.
- There shall be no substitutions of materials of products where they are specified. Owner or designer must approve all substitutions proposed by contractors.
- All work and material shall be guaranteed against defects for a period of at least one year from approval for final payment.
- Contractor shall be responsible for all cutting, drilling, and patching required for their work and not damage or render other work as unsatisfactory in the process.
- Contractor shall at all times keep the premises free of accumulation of waste materials or garbage. Premises to be swept clean daily of related construction debris. At the completion of the work leave the job site free of all materials and broom clean.
- Do not scale drawings. Dimensions shall govern. Larger scale drawings govern smaller scale drawings. Verify existing "as-built" dimensions as req'd. All dimensions are to face of stud unless noted otherwise.
- Patch all areas where floor is not level or true prior to installing floor coverings or carpet.
- All wood in contact with concrete to be pressure treated.
- All flashing to be galvanized, galvalume or factory finish to be approved by architect and owner.
- Stair and guardrail openings to be less than 4".
- Tight line all affected drainage to approved drainage system.
- All framing to be properly caulked, sealed, gasketed or otherwise treated to minimize air infiltration prior to sheathing and finishing.
- Contractor shall provide all blocking, buck-outs, backing and jacks required for installation of wall mounted accessories, cabinetry, and appliances as needed in order to achieve a strong and durable mounting of such items. Verify all rough-in dimensions and locations for equipment, fixtures etc.
- Upon completion of the work, contractor shall walk through with designer and complete a punch list of items to be corrected or completed. Final payment will be contingent on completion of this punch list.
- Any change which results in extra cost requires authorization from owner or designer prior to proceeding with such change.
- The safety of erection, bracing, shoring and temporary supports is the sole responsibility of the contractor who is responsible for said scope of work. This contractor will be responsible for the stability of the structure through out the construction and protect components that are to remain.
- Changes or deviations from these drawings made without the express written consent of the designer shall be considered unauthorized and shall result in the contractor making such changes or deviations from the drawings be held responsible for the consequences resulting from such changes.

## Applicable Codes

- 2012 International Building Code
- 2012 International Fire Code
- 2012 International Mechanical Code
- 2012 International Energy Conservation Code
- 2012 Uniform Plumbing Code
- 2014 National Electric Code

## 2012 Energy Code Summary Applicable to Addition/Renovation

Climate Zone: 6  
 Exterior wall: R-19 minimum  
 Ceiling: R-49 minimum; R-38 single rafter  
 Floors R-30 minimum over unheated spaces  
 Exterior Windows: U .32 minimum  
 Exterior Doors: R-3 minimum  
 Water Heater Efficiency: EF 58% minimum  
 Heating System Efficiency rating: 78% minimum  
 Heating ducts: Sealed if in non-conditioned space

## Ventilation

LUNOS E2 HRV WALL UNITS

## Project Team

**Designer:**  
 LOVE SCHACK ARCHITECTURE  
 Phone: 1.406.282.4277  
 E-mail: info@loveschack.com

**Builder:** INDEPENDENT CONTRACTOR  
 Phone: (406) 640-2970  
 E-mail: garylr@yahoo.com  
 Contact: GARY R ELLER

**Structural Engineer:** Big Sky Structural Solutions, PLLC  
 Phone: 412-722-3938  
 E-mail: bmay.bs3@gmail.com  
 Contact: BRIAN MAY

## Property Information

**Owner:** WILL WEST  
**Site Address:** 312 N. CANYON STREET  
**Project Type:** Residential / Commercial  
**Legal Description:** WEST YELLOWSTONE ORIGINAL PLAT, S34, T13 S, R05 E, BLOCK 2, N 50' LOTS 4,5 & 6 LESS E 20' LOT 4 FOR HWY  
**Assessor Parcel Number:** 06-0062-34-1-18-07-0000

**Zoning:** RP Commercial Property  
**Setbacks:** None  
**Building Height:** 26' - 9-3/4"  
**# of Stories:** 2  
**Construction Type:** VB

## Floor Area Summary

Main Level	1,097.2 Sq Ft
Second Level	1,146.0 Sq Ft
<b>Total Square Footage:</b>	<b>2,243.2 Sq Ft</b>

## Lot Coverage

<b>Lot Area:</b>	15,000 Sq Ft
------------------	--------------

Allowable Coverage for Structures 40% of Lot Area:	6,000 Sq Ft
---	-------------

Existing Lot Coverage =	2,608 Sq Ft
Proposed Lot Coverage =	2,243 Sq Ft
<b>Total Lot Coverage =</b>	<b>4,851 Sq Ft</b>

## SHEET INDEX

G0.1	COVER SHEET
A1.1	MAIN FLOOR PLAN & SITE PLAN
A1.2	SECOND FLOOR PLAN
A1.3	REFLECTED CEILING PLANS
A1.4	ROOF PLAN
A2.1	ELEVATIONS & DETAILS
A2.2	ELEVATIONS & SCHEDULES
A3.1	BUILDING SECTIONS
A4.1	STRUCTURAL: FRAMING PLANS
A4.2	STRUCTURAL: FRAMING PLANS
M1.1	MECHANICAL PLAN



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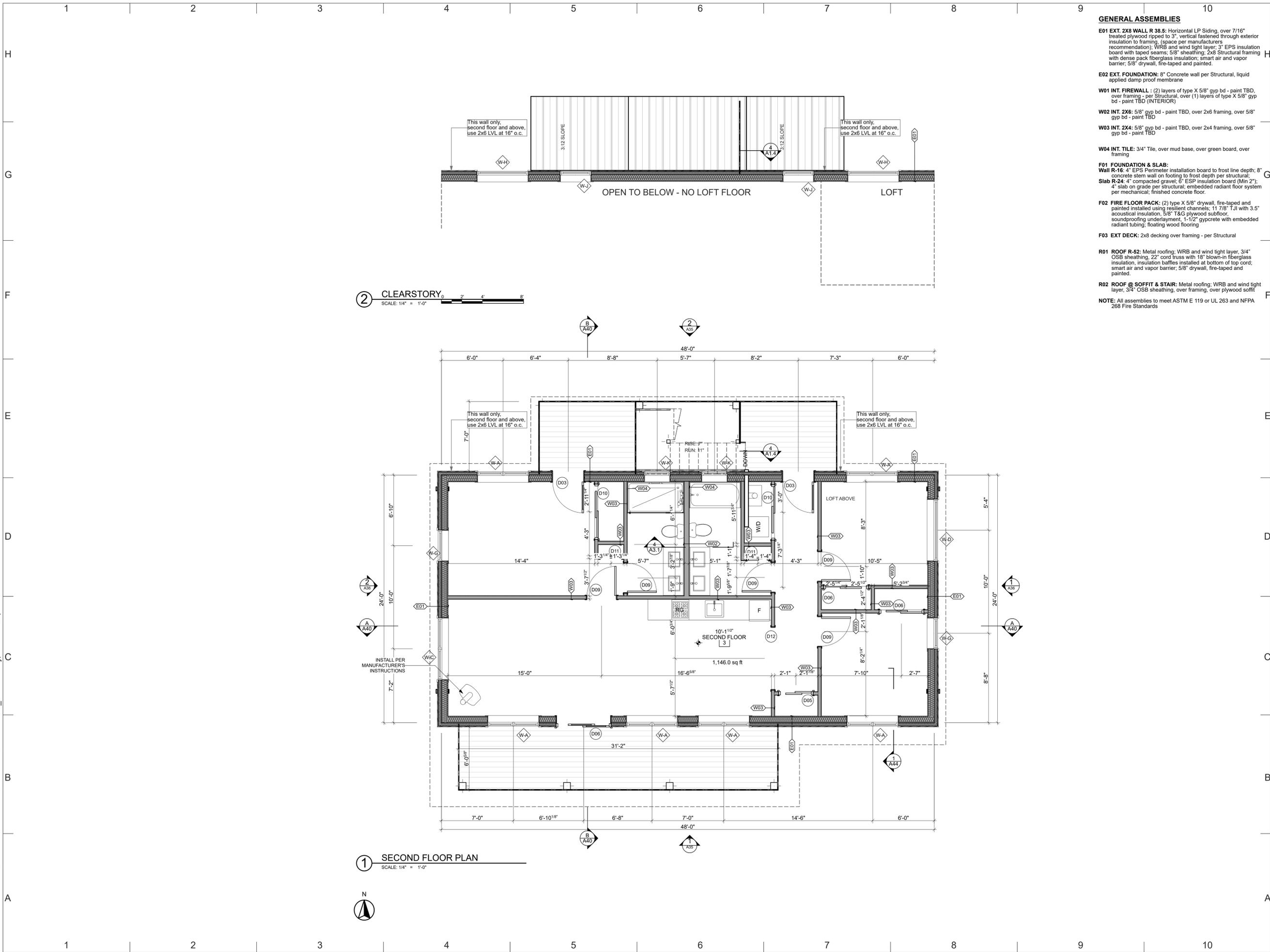
PROJECT NO: WWY

SHEET TITLE:

COVER SHEET

G0.1

10/22/19



**GENERAL ASSEMBLIES**

- E01 EXT. 2X8 WALL R 38.5:** Horizontal LP Siding, over 7/16" treated plywood ripped to 3", vertical fastened through exterior insulation to framing, (space per manufacturers recommendation); WRB and wind tight layer; 3" EPS insulation board with taped seams; 5/8" sheathing; 2x8 Structural framing with dense pack fiberglass insulation; smart air and vapor barrier; 5/8" drywall, fire-taped and painted.
  - E02 EXT. FOUNDATION:** 8" Concrete wall per Structural, liquid applied damp proof membrane
  - W01 INT. FIREWALL:** (2) layers of type X 5/8" gyp bd - paint TBD, over framing - per Structural, over (1) layers of type X 5/8" gyp bd - paint TBD (INTERIOR)
  - W02 INT. 2X6:** 5/8" gyp bd - paint TBD, over 2x6 framing, over 5/8" gyp bd - paint TBD
  - W03 INT. 2X4:** 5/8" gyp bd - paint TBD, over 2x4 framing, over 5/8" gyp bd - paint TBD
  - W04 INT. TILE:** 3/4" Tile, over mud base, over green board, over framing
  - F01 FOUNDATION & SLAB:**  
**Wall R-16:** 4" EPS Perimeter installation board to frost line depth; 8" concrete stem wall on footing to frost depth per structural;  
**Slab R-24:** 4" compacted gravel; 6" ESP insulation board (Min 2"); 4" slab on grade per structural; embedded radiant floor system per mechanical, finished concrete floor.
  - F02 FIRE FLOOR PACK:** (2) type X 5/8" drywall, fire-taped and painted installed using resilient channels; 1" 7/8" TJI with 3.5" acoustical insulation; 5/8" T&G plywood subfloor; soundproofing underlayment, 1-1/2" gyprocrete with embedded radiant tubing; floating wood flooring
  - F03 EXT DECK:** 2x8 decking over framing - per Structural
  - R01 ROOF R-52:** Metal roofing; WRB and wind tight layer, 3/4" OSB sheathing, 22" cord truss with 18" blown-in fiberglass insulation, insulation baffles installed at bottom of top cord; smart air and vapor barrier; 5/8" drywall, fire-taped and painted.
  - R02 ROOF @ SOFFIT & STAIR:** Metal roofing; WRB and wind tight layer, 3/4" OSB sheathing, over framing, over plywood soffit
- NOTE:** All assemblies to meet ASTM E 119 or UL 263 and NFPA 268 Fire Standards



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**SECOND FLOOR PLAN A1.2**

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① MAIN FLOOR REFLECTED CEILING PLAN  
SCALE: 1/4" = 1'-0"

② SECOND FLOOR REFLECTED CEILING PLAN  
SCALE: 1/4" = 1'-0"

**ELECTRICAL & LIGHTING LEGEND**

- WIRING
- 110v DUPLEX OUTLET
- 110v DUPLEX OUTLET & 1 USB PLUG
- WATER PROOF 110v DUPLEX OUTLET
- 1/2 SWITCHED 110v DUPLEX OUTLET
- GROUND FAULT INTERRUPTED OUTLET
- 220v OUTLET
- FLOOR OUTLET
- SINGLE POLE SWITCH
- 3-WAY SWITCH
- 4-WAY SWITCH
- MOTION SENSOR SWITCH
- DOOR JAMB SWITCH
- TELEPHONE LINE
- AIR SWITCH
- CATEGORY 6 OUTLET (ETHERNET)
- CABLE LINE
- EXHAUST FAN
- IN WALL EXHAUST FAN
- SPEAKER
- THERMOSTAT
- KEYPAD
- DOOR BELL
- DOOR BELL CHIME
- SMOKE DETECTOR/CARBON MONOXIDE-DIRECT WIRED W/ BATTERY BACKUP
- SURFACE-MOUNTED CEILING LIGHT FIXTURE
- RECESSED CAN LINE VOLTAGE (ROUND)
- RECESSED CAN LOW VOLTAGE (ROUND)
- RECESSED CAN ADJUSTABLE LENSE (ROUND)
- RECESSED CEILING LIGHT FIXTURE, WATERPROOF
- CHANDELIER, BACKING REQUIRED
- PENDANT LIGHT FIXTURE
- DIRECTIONAL POINT LIGHT
- WALL-MOUNTED LIGHT FIXTURE
- TRACK LIGHT
- CABINET LIGHT: UNDER COUNTER, TOP KICK, INTERIOR CABINET TASK LIGHT
- FLUORESCENT LIGHT
- CEILING FAN
- AUTOMATIC GARAGE DOOR OPENER AND LIGHT
- PUCK LIGHT FIXTURE
- WALL-MOUNTED STEP LIGHT
- EXTERIOR WALL-MOUNTED LIGHT
- WALL-MOUNTED SWING-ARM LIGHT FIXTURE
- J BOX
- FLOOR LAMP
- LIBRARY READING LIGHT
- COVE HEATER



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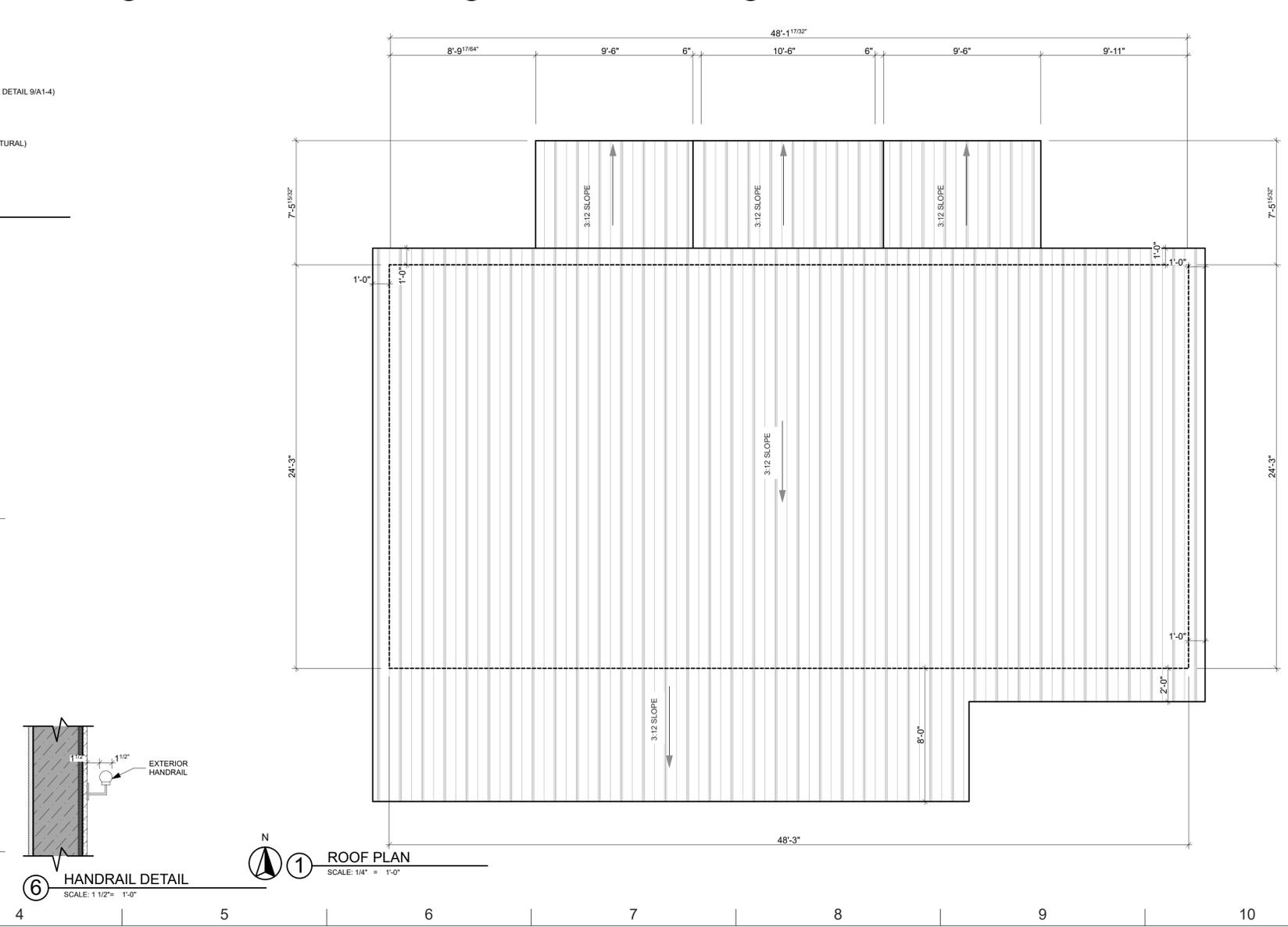
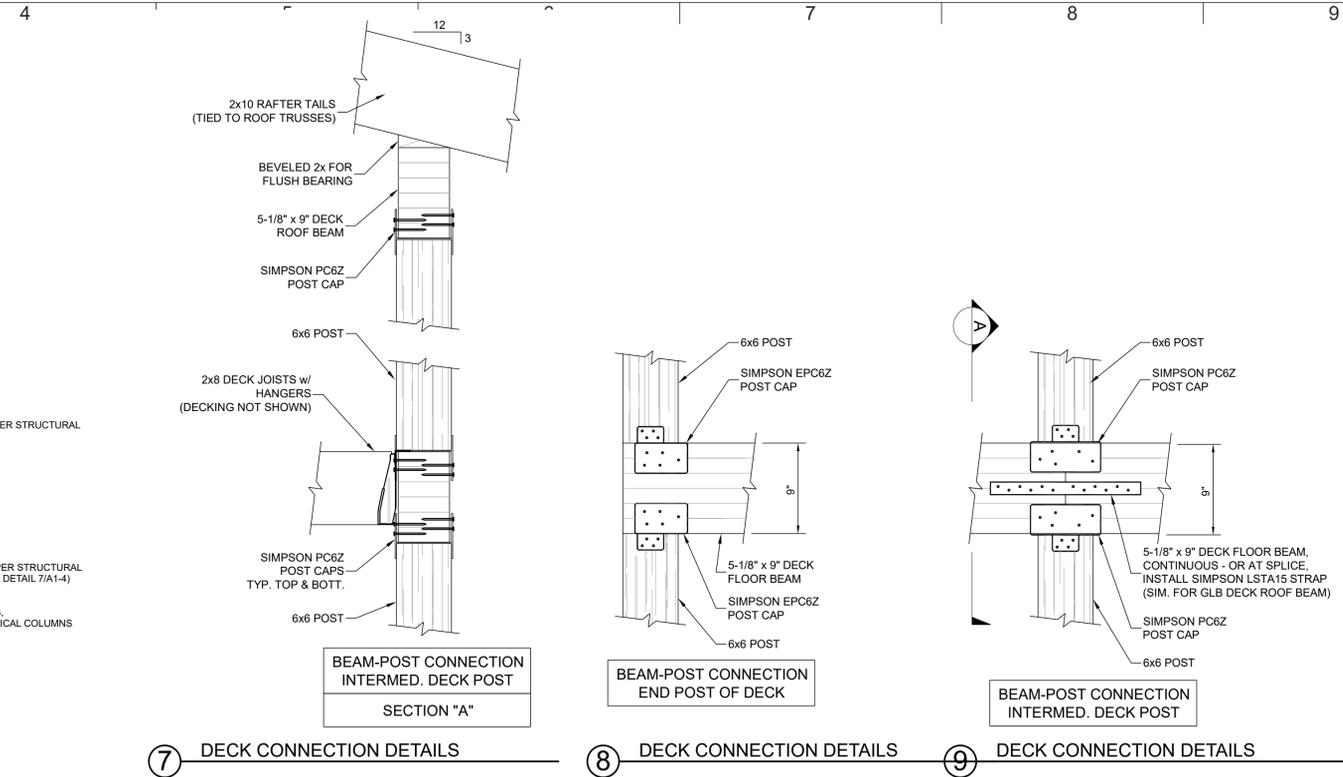
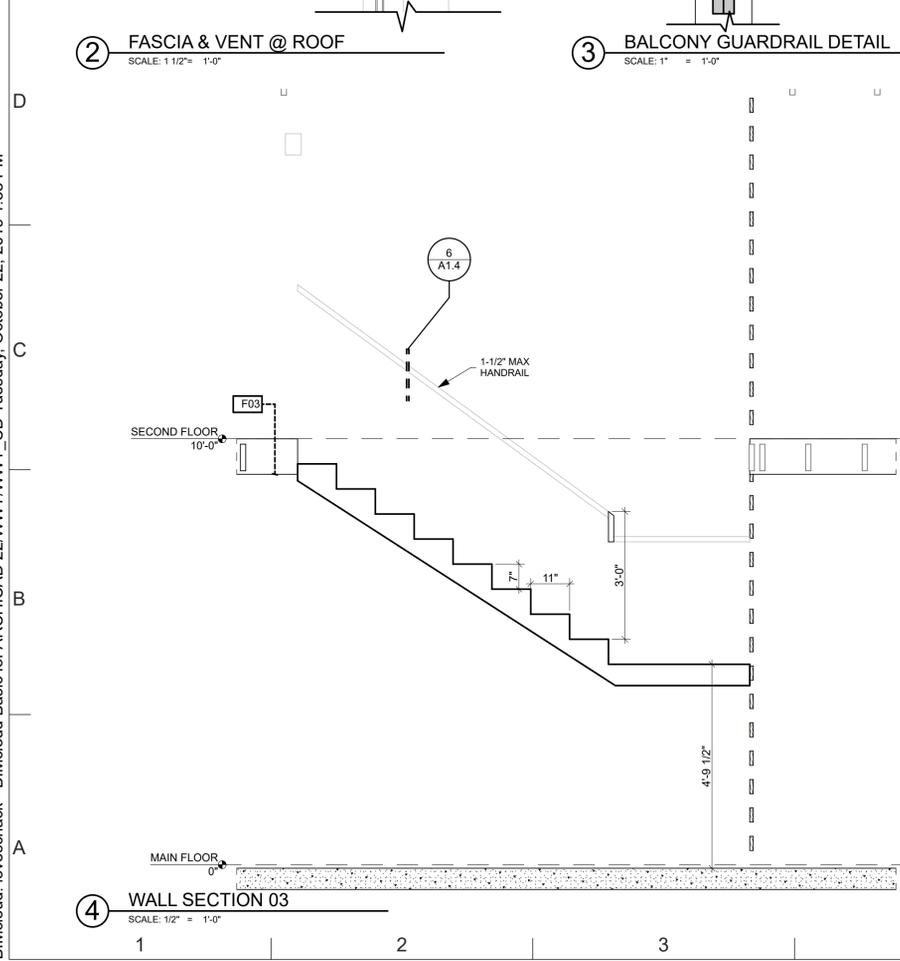
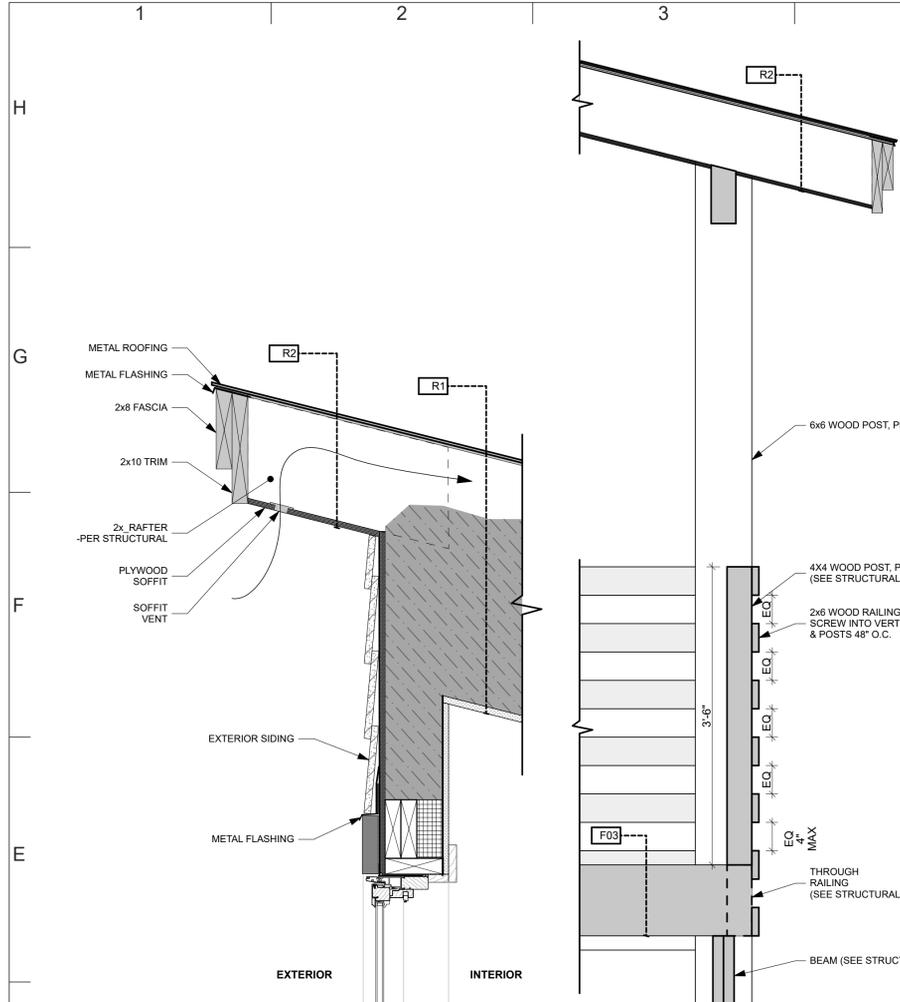
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PROJECT NO: WWY

SHEET TITLE:

**REFLECTED CEILING PLANS**  
**A1.3**

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**GENERAL ASSEMBLIES**

**E01 EXT. 2X8 WALL R 38.5:** Horizontal LP Siding, over 7/16" treated plywood ripped to 3", vertical fastened through exterior insulation to framing, (space per manufacturers recommendation), WRB and wind tight layer, 3" EPS insulation board with taped seams, 5/8" sheathing, 2x8 Structural framing with dense pack fiberglass insulation, smart air and vapor barrier, 5/8" drywall, fire-taped and painted.

**E02 EXT. FOUNDATION:** 8" Concrete wall per Structural, liquid applied damp proof membrane

**W01 INT. FIREWALL:** (2) layers of type X 5/8" gyp bd - paint TBD, over framing - per Structural, over (1) layers of type X 5/8" gyp bd - paint TBD (INTERIOR)

**W02 INT. 2X6:** 5/8" gyp bd - paint TBD, over 2x6 framing, over 5/8" gyp bd - paint TBD

**W03 INT. 2X4:** 5/8" gyp bd - paint TBD, over 2x4 framing, over 5/8" gyp bd - paint TBD

**W04 INT. TILE:** 3/4" Tile, over mud base, over green board, over framing

**F01 FOUNDATION & SLAB:**  
**Wall R-16:** 4" EPS Perimeter installation board to frost line depth; 8" concrete stem wall on footing to frost depth per structural;  
**Slab R-24:** 4" compacted gravel; 6" ESP insulation board (Min 2"); 4" slab on grade per structural; embedded radiant floor system per mechanical, finished concrete floor.

**F02 FIRE FLOOR PACK:** (2) type X 5/8" drywall, fire-taped and painted installed using resilient channels; 11 7/8" TJI with 3.5" acoustical insulation, 5/8" T&G plywood subfloor, soundproofing underlayment, 1-1/2" gyprocrete with embedded radiant tubing; floating wood flooring

**F03 EXT DECK:** 2x8 decking over framing - per Structural

**R01 ROOF R-52:** Metal roofing; WRB and wind tight layer, 3/4" OSB sheathing, 22" cord truss with 18" blown-in fiberglass insulation, insulation baffles installed at bottom of top cord; smart air and vapor barrier, 5/8" drywall, fire-taped and painted.

**R02 ROOF @ SOFFIT & STAIR:** Metal roofing; WRB and wind tight layer, 3/4" OSB sheathing, over framing, over plywood soffit

**NOTE:** All assemblies to meet ASTM E 119 or UL 263 and NFPA 268 Fire Standards



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**ROOF PLAN**  
**A1.4**  
10/22/19

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GENERAL WINDOW & DOOR NOTES

01. Window U-value: 0.28

ELEVATION KEYNOTES

- 01 METAL STANDING SEAM: BRIDGER STEEL - WEATHERED COPPER, 24 GA.
- 02 METAL FLASHING: BRIDGER STEEL - WEATHERED COPPER, 24 GA.
- 03 WINDOW TRIM: LP SMART SIDE, COLOR -
- 04 8" HORIZONTAL SIDING: LP SMART SIDE, COLOR -
- 05 WOOD COLUMN: STAIN
- 06 WOOD GUARDRAIL: STAIN
- 07 WOOD DECKING: STAIN
- 08 ROOF SOFFIT: LP SMART SIDE, COLOR -



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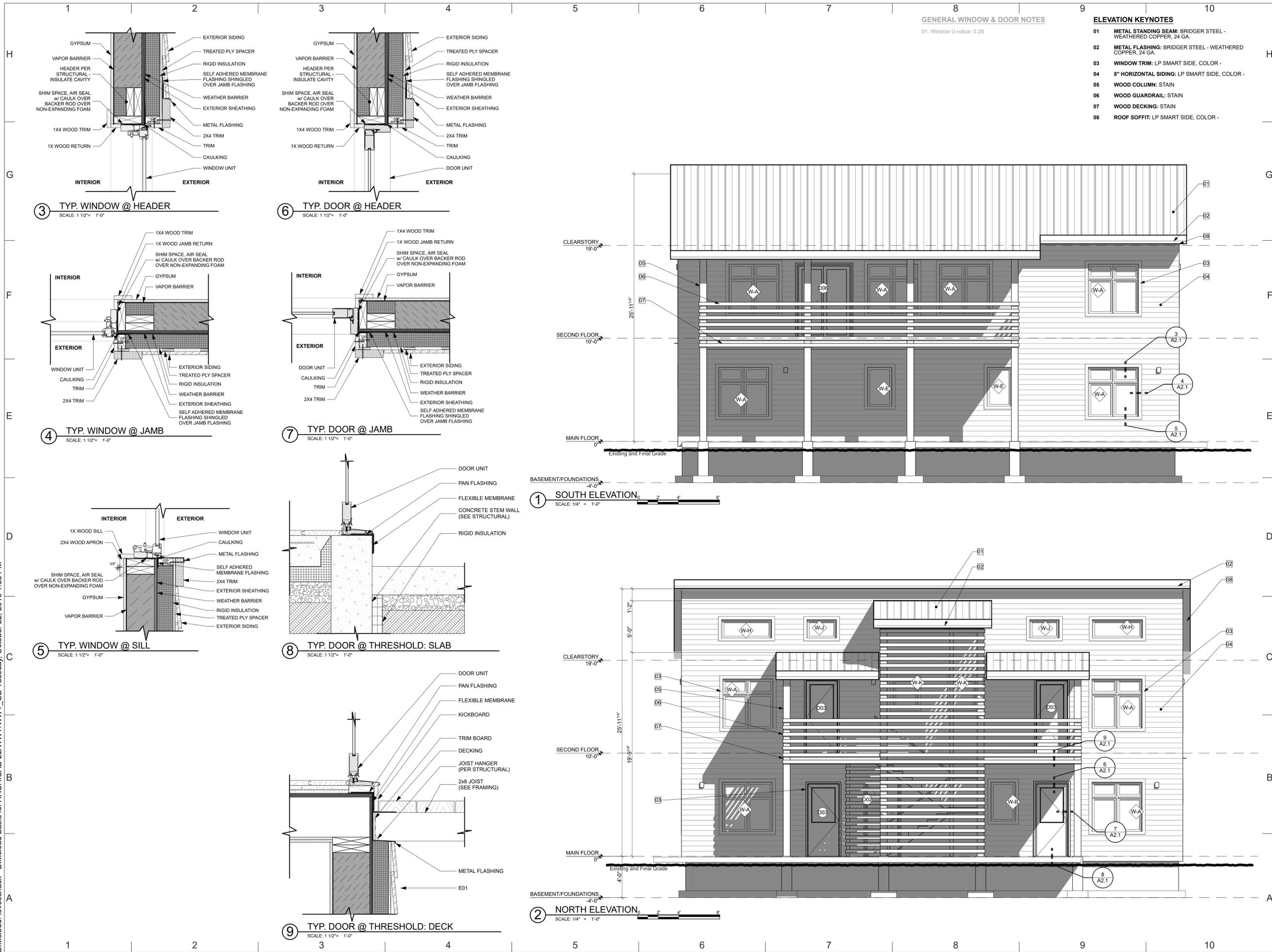
DATE	ID	CHANGE NAME	BY	DATE

PROJECT NO: WWY

SHEET TITLE:

ELEVATIONS & DETAILS A2.1

10/22/19



3 TYP. WINDOW @ HEADER

6 TYP. DOOR @ HEADER

4 TYP. WINDOW @ JAMB

7 TYP. DOOR @ JAMB

5 TYP. WINDOW @ SILL

8 TYP. DOOR @ THRESHOLD: SLAB

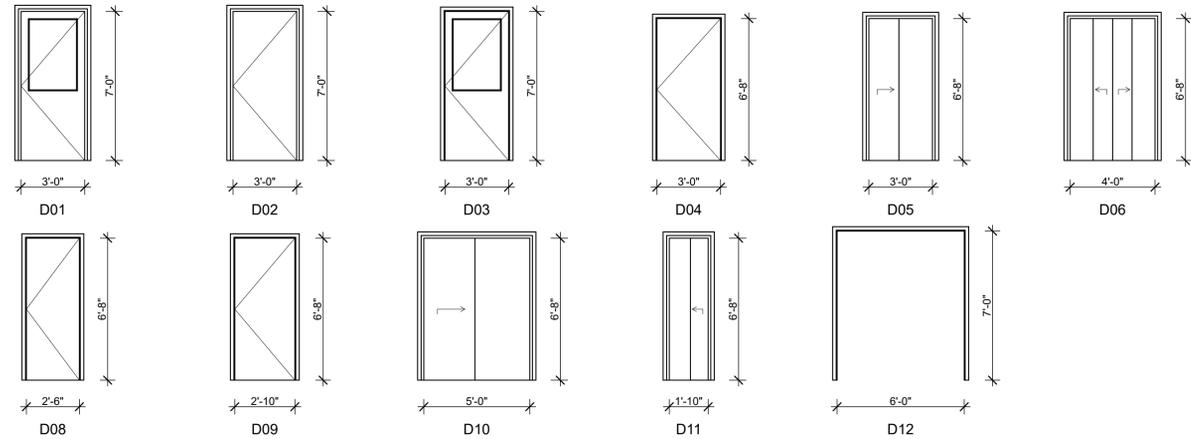
9 TYP. DOOR @ THRESHOLD: DECK

1 SOUTH ELEVATION

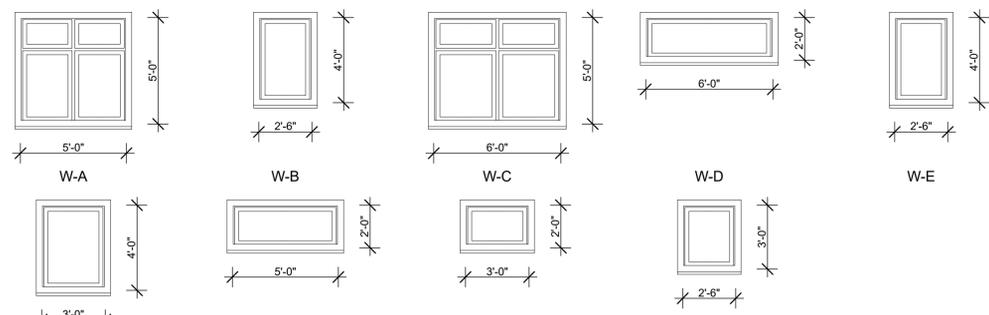
2 NORTH ELEVATION

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DOOR SCHEDULE							
ROOM	ID	QUANTITY	WIDTH	HEIGHT	MANUFACTURER	CODE	NOTES/REMARKS
<b>MAIN FLOOR,</b>							
	D01	1	3'-0"	7'-0"			EXTERIOR DOOR
	D02	1	3'-0"	7'-0"			EXTERIOR DOOR, 3/4 HOUR RATED
	D03	1	3'-0"	7'-0"			EXTERIOR DOOR
	D04	3	3'-0"	6'-8"			
	D05	1	3'-0"	6'-8"			
	D06	1	4'-0"	6'-8"			EXTERIOR DOOR
	D08	1	2'-6"	6'-8"			
	D09	1	2'-10"	6'-8"			
<b>SECOND FLOOR,</b>							
	D03	2	3'-0"	7'-0"			
	D05	1	3'-0"	6'-8"			
	D06	1	5'-0"	7'-0"			
	D06	2	4'-0"	6'-8"			
	D09	5	2'-10"	6'-8"			
	D10	2	5'-0"	6'-8"			
	D11	2	1'-10"	6'-8"			
	D12	1	6'-0"	7'-0"			
		<b>26</b>					



WINDOW SCHEDULE								
ROOM	ID	QUANTITY	WIDTH	HEIGHT	MANUFACTURER	CODE	OPERATION	NOTES/REMARKS
<b>MAIN FLOOR,</b>								
	W-A	2	5'-0"	5'-0"			CASEMENT / FIXED	
	W-A	2	5'-0"	5'-0"			CASEMENT / FIXED	EGRESS
	W-B	1	2'-6"	4'-0"			CASEMENT	
	W-C	1	6'-0"	5'-0"			CASEMENT / FIXED	
	W-D	3	6'-0"	2'-0"			FIXED	
	W-E	2	2'-6"	4'-0"			AWNING	FROSTED, TEMPERED
<b>SECOND FLOOR,</b>								
	W-A	3	5'-0"	5'-0"			CASEMENT	
	W-A	3	5'-0"	5'-0"			CASEMENT	EGRESS
	W-C	1	6'-0"	5'-0"			CASEMENT	
	W-D	1	6'-0"	2'-0"			FIXED	
	W-G	2	3'-0"	4'-0"			CASEMENT	
	W-K	2	2'-6"	3'-0"			AWNING	FROSTED, TEMPERED
<b>CLEARSTORY,</b>								
	W-H	2	5'-0"	2'-0"			FIXED	
	W-J	2	3'-0"	2'-0"			FIXED	
		<b>27</b>						

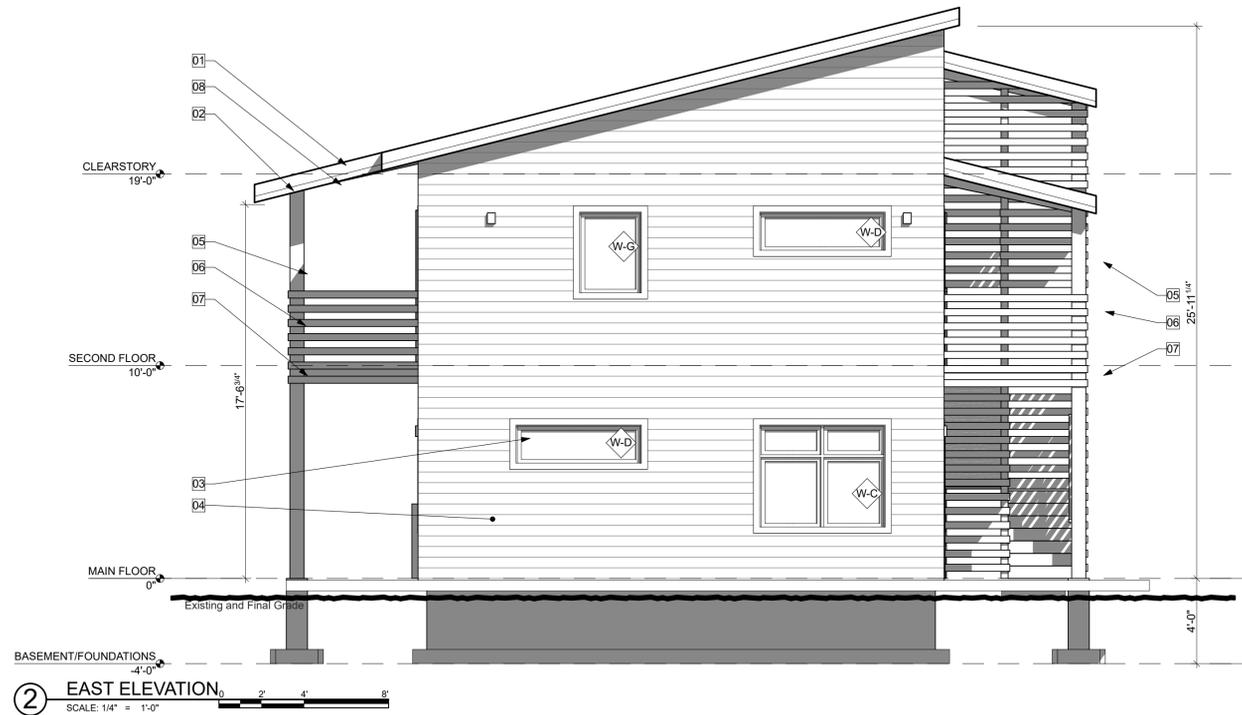
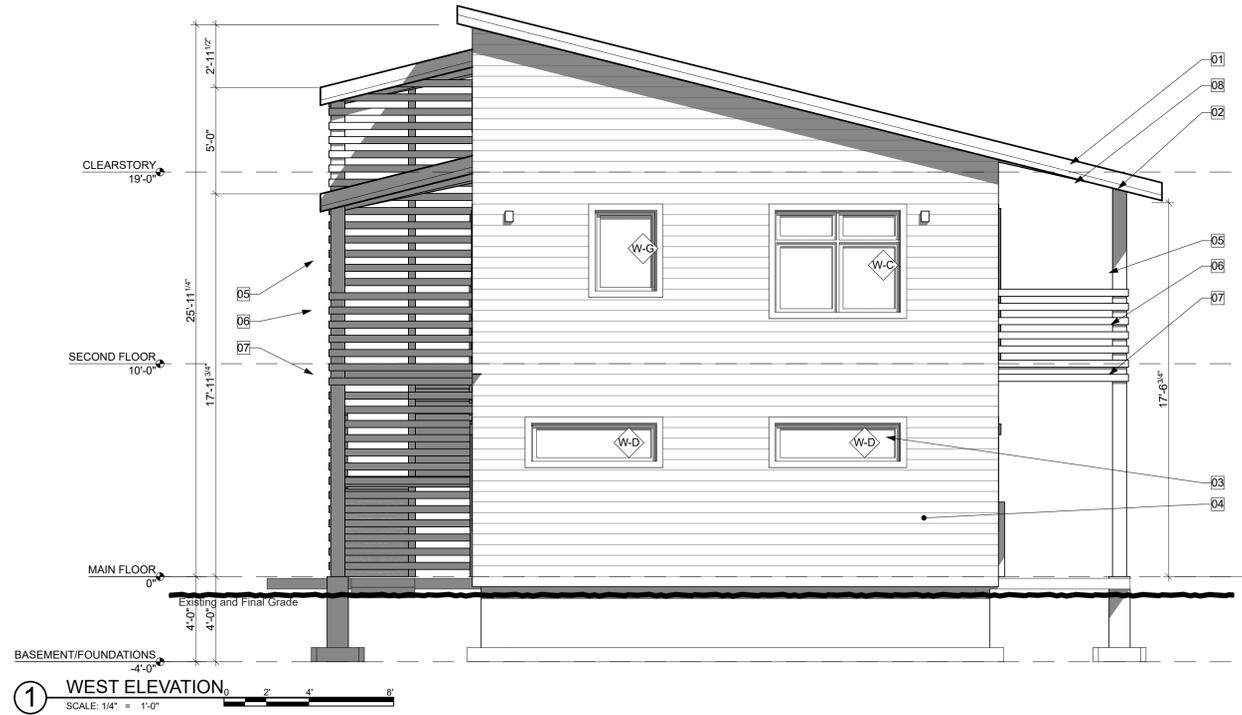


**GENERAL WINDOW & DOOR NOTES**

01. Window U-value: 0.28

**ELEVATION KEYNOTES**

- 01 METAL STANDING SEAM; BRIDGER STEEL - WEATHERED COPPER, 24 GA.
- 02 METAL FLASHING; BRIDGER STEEL - WEATHERED COPPER, 24 GA.
- 03 WINDOW TRIM; LP SMART SIDE, COLOR -
- 04 8" HORIZONTAL SIDING; LP SMART SIDE, COLOR -
- 05 WOOD COLUMN; STAIN
- 06 WOOD GUARDRAIL; STAIN
- 07 WOOD DECKING; STAIN
- 08 ROOF SOFFIT; LP SMART SIDE, COLOR -



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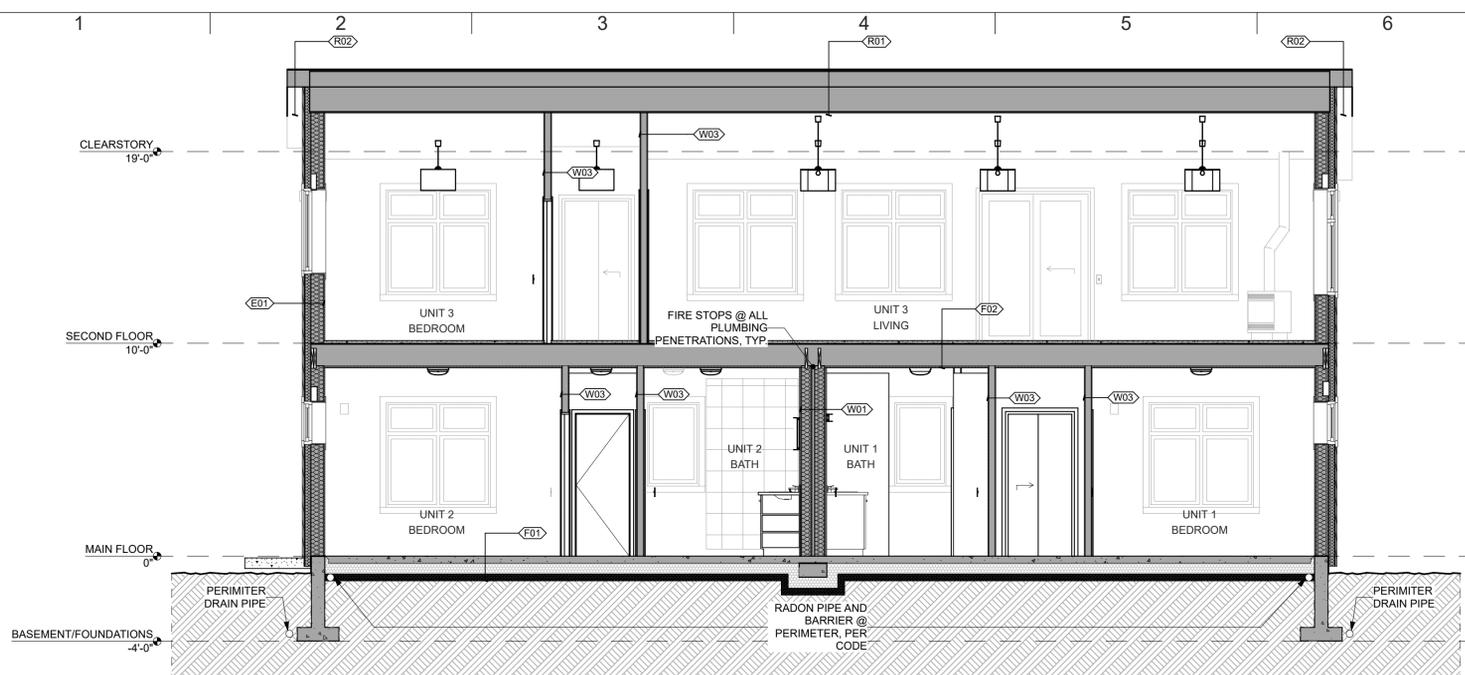
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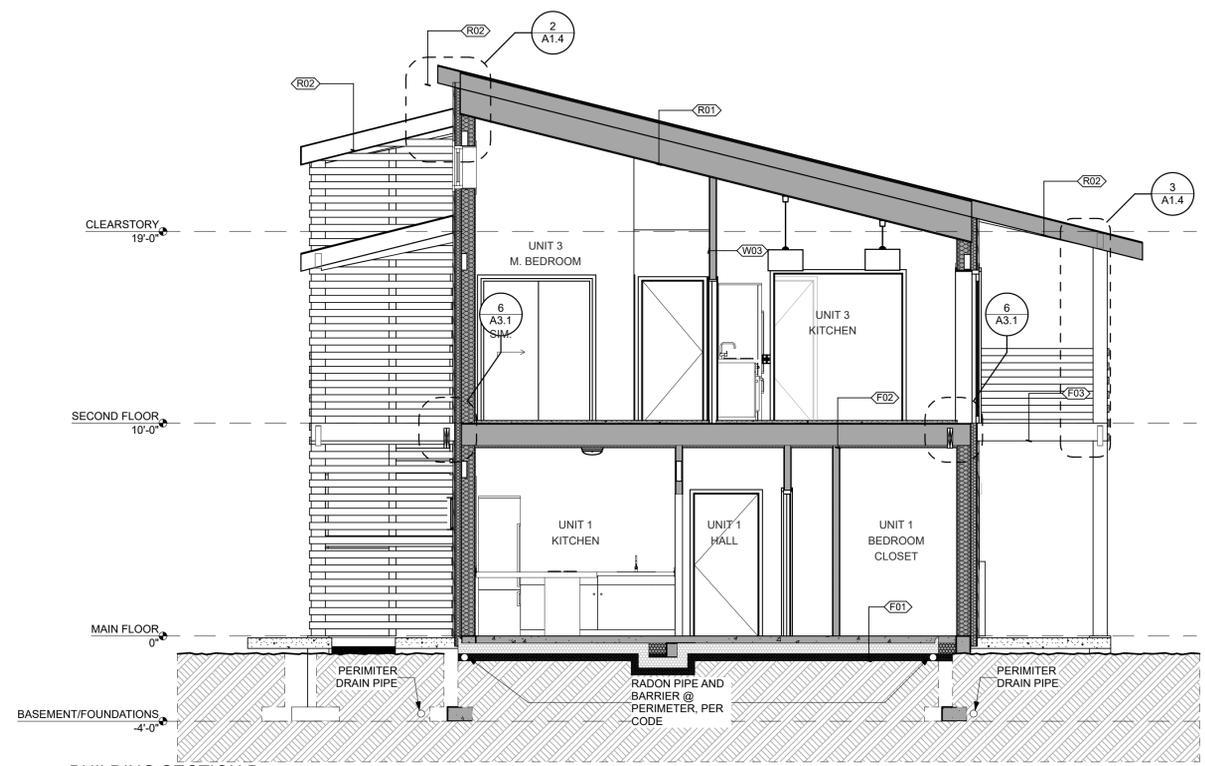
**ELEVATIONS & SCHEDULES**  
**A2.2**

10/22/19

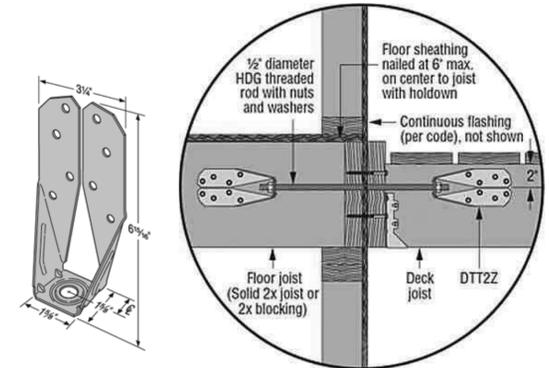
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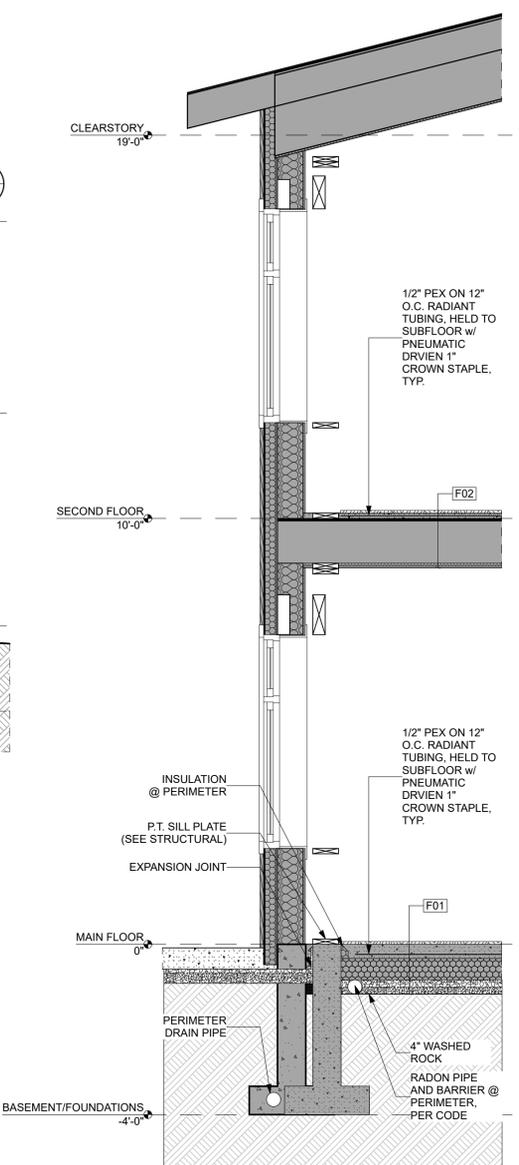
**1 BUILDING SECTION A**  
SCALE: 1/4" = 1'-0"



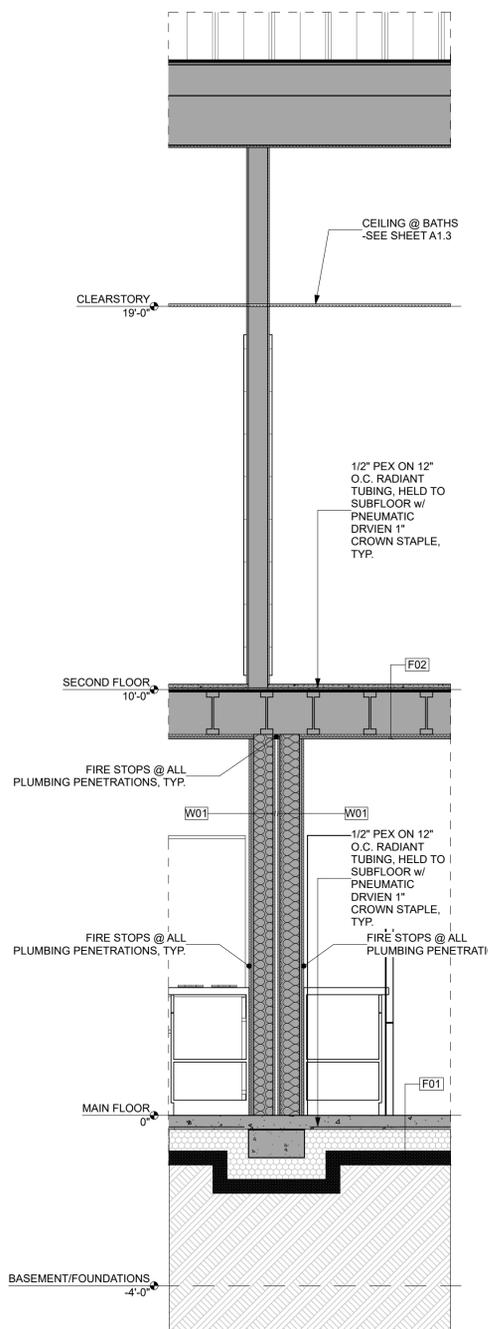
**2 BUILDING SECTION B**  
SCALE: 1/4" = 1'-0"



**6 EXTERIOR WALL TO DECK CONNECTION**  
NOT TO SCALE



**3 WALL SECTION 01**  
SCALE: 1/2" = 1'-0"



**4 WALL SECTION 02**  
SCALE: 1/2" = 1'-0"

- GENERAL ASSEMBLIES**
- E01 EXT. 2X8 WALL R-38.5:** Horizontal LP Siding, over 7/16" treated plywood ripped to 3", vertical fastened through exterior insulation to framing, (space per manufacturers recommendation); WRB and wind tight layer; 3" EPS insulation board with taped seams; 5/8" sheathing; 2x8 Structural framing with dense pack fiberglass insulation; smart air and vapor barrier; 5/8" drywall, fire-taped and painted.
  - E02 EXT. FOUNDATION:** 8" Concrete wall per Structural, liquid applied damp proof membrane
  - W01 INT. FIREWALL:** (2) layers of type X 5/8" gyp bd - paint TBD, over framing - per Structural, over (1) layers of type X 5/8" gyp bd - paint TBD (INTERIOR)
  - W02 INT. 2X6:** 5/8" gyp bd - paint TBD, over 2x6 framing, over 5/8" gyp bd - paint TBD
  - W03 INT. 2X4:** 5/8" gyp bd - paint TBD, over 2x4 framing, over 5/8" gyp bd - paint TBD
  - W04 INT. TILE:** 3/4" Tile, over mud base, over green board, over framing
  - F01 FOUNDATION & SLAB:**  
**Wall R-16:** 4" EPS Perimeter installation board to frost line depth; 8" concrete stem wall on footing to frost depth per structural;  
**Slab R-24:** 4" compacted gravel; 6" ESP insulation board (Min 2"); 4" slab on grade per structural; embedded radiant floor system per mechanical; finished concrete floor.
  - F02 FIRE FLOOR PACK:** (2) type X 5/8" drywall, fire-taped and painted installed using resilient channels; 11" 7/8" TJI with 3.5" acoustical insulation; 5/8" T&G plywood subfloor; soundproofing underlayment; 1-1/2" gycrete with embedded radiant tubing; floating wood flooring
  - F03 EXT DECK:** 2x8 decking over framing - per Structural
  - R01 ROOF R-52:** Metal roofing; WRB and wind tight layer, 3/4" OSB sheathing, 22" cord truss with 18" blown-in fiberglass insulation, insulation baffles installed at bottom of top cord; smart air and vapor barrier; 5/8" drywall, fire-taped and painted.
  - R02 ROOF @ SOFFIT & STAIR:** Metal roofing; WRB and wind tight layer, 3/4" OSB sheathing, over framing, over plywood soffit
- NOTE:** All assemblies to meet ASTM E 119 or UL 263 and NFPA 268 Fire Standards

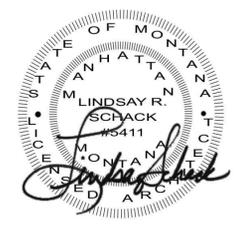


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DATE ID CHANGE NAME BY DATE

**PROJECT NO:** WWY

**SHEET TITLE:**

**BUILDING SECTIONS**

**A3.1**

10/22/19

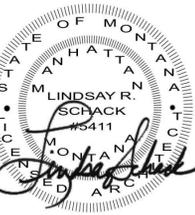


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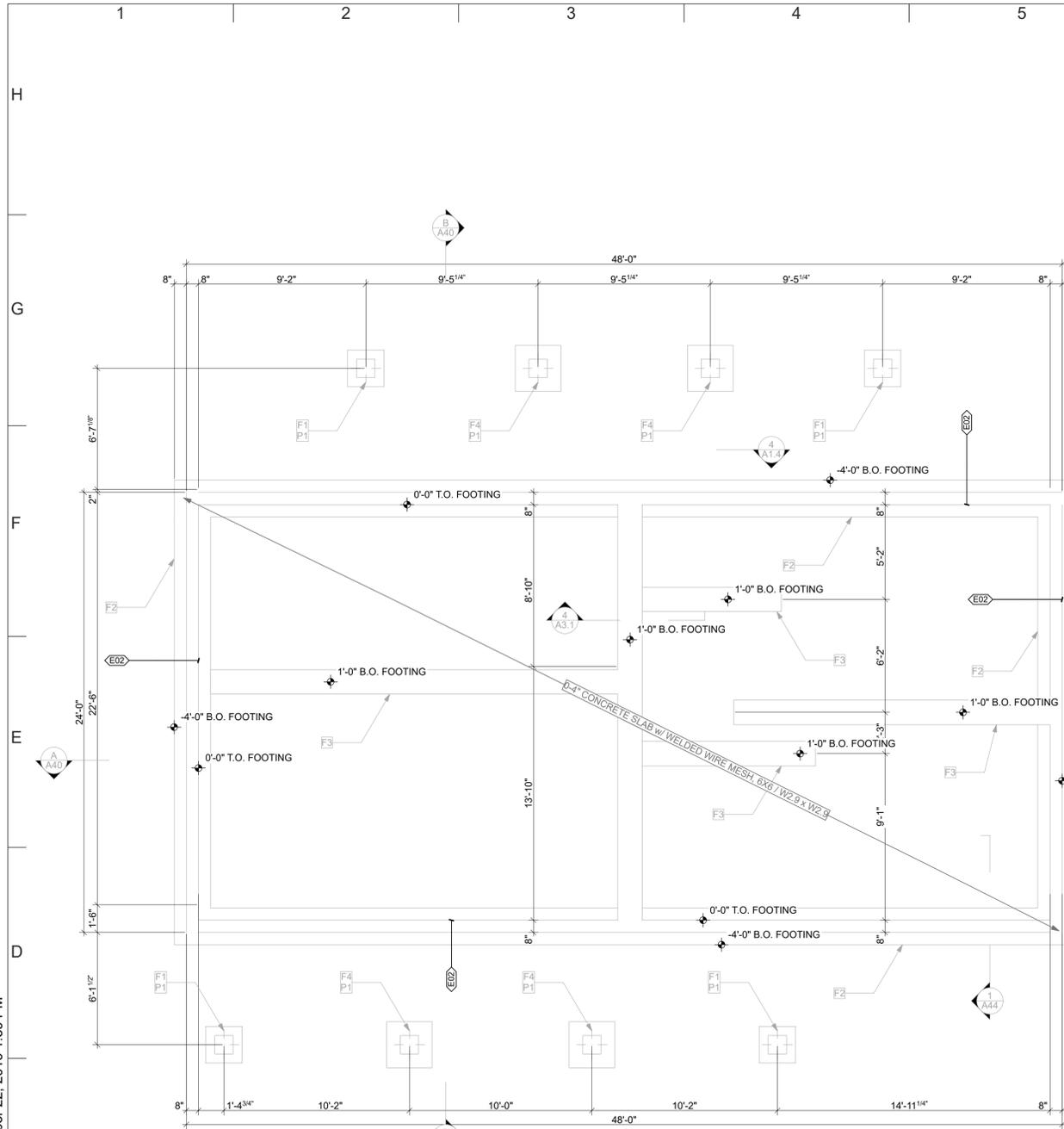
SHEET TITLE:

**STRUCTURAL:  
 FRAMING PLANS  
 A4.1**

10/22/19

**GENERAL STRUCTURAL NOTES**

- All construction materials, detailing, connections and workmanship not shown in these plans shall comply with the 2015 International Building Code.
- The Contractor shall review all layouts and dimensions prior to construction. Love Schack Architecture shall be notified of any dimensional discrepancies or inconsistencies before materials are ordered or fabricated, and before construction begins.
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- Contractor shall coordinate with electrical, plumbing and mechanical contractors for blockouts, conduit, sleeves, ducts, chases, embedded items. No large holes or notches are permitted through any load-bearing walls, shear walls or wood framing.
- During construction, all foundations, walls, floors, trusses and other building elements shall be adequately braced with appropriate temporary shoring to resist construction loads until all structural elements have been permanently installed and secured.



**1 FOUNDATION PLAN**

SCALE: 1/4" = 1'-0"

**FOOTING SCHEDULE:**

F1	24x24x8	FTG. W/ (4) #4 HORTZ. BARS 12" O.C.E.W.
F2	8x24	FTG. W/ (3) #4 BARS CONT. & #4 HORTZ. BARS 16" O.C.E.W. CONCRETE WALL W/ #4 BARS @ 16" O.C.E.W.
F3	8x16	FTG. W/ (2) #4 BARS CONT. & #4 HORTZ. BARS 16" O.C.E.W.
F4	30x30x8	FTG. W/ (4) #4 HORTZ. BARS 12" O.C.E.W.

**POST SCHEDULE:**

P1	12x12	SQUARE CONCRETE PIERS, W/ SIMPSON CPT66Z OR SIM. W/ (4) #4 VERTICAL BARS W/ BENT HORTZ. LEGS INTO FOOTING W/ #4 HORTZ. TIES 12" O.C., TYP.
P2	(1) 6x6	
P3	(1) 4x4	

**HEADER / BEAM SCHEDULE:**

H1	GLB (1) 3-1/8" x 12"
H2	(2) 2" x 10s
H3	GLB (1) 3 1/8" x 9"
H4	(2) 2" x 12s
B1	(2) 2x12 BEAM
B2	GLB (1) 5-1/8" x 9" CONTINUOUS

**I-JOIST / TRUSS SCHEDULE:**

J1	11-7/8" @ 16 O.C.
J2	PT 2X8s @ 16" O.C. JOIST
J3	PT 2X10s @ 16" O.C. JOIST
T1	22" TRUSS @ 24" O.C.

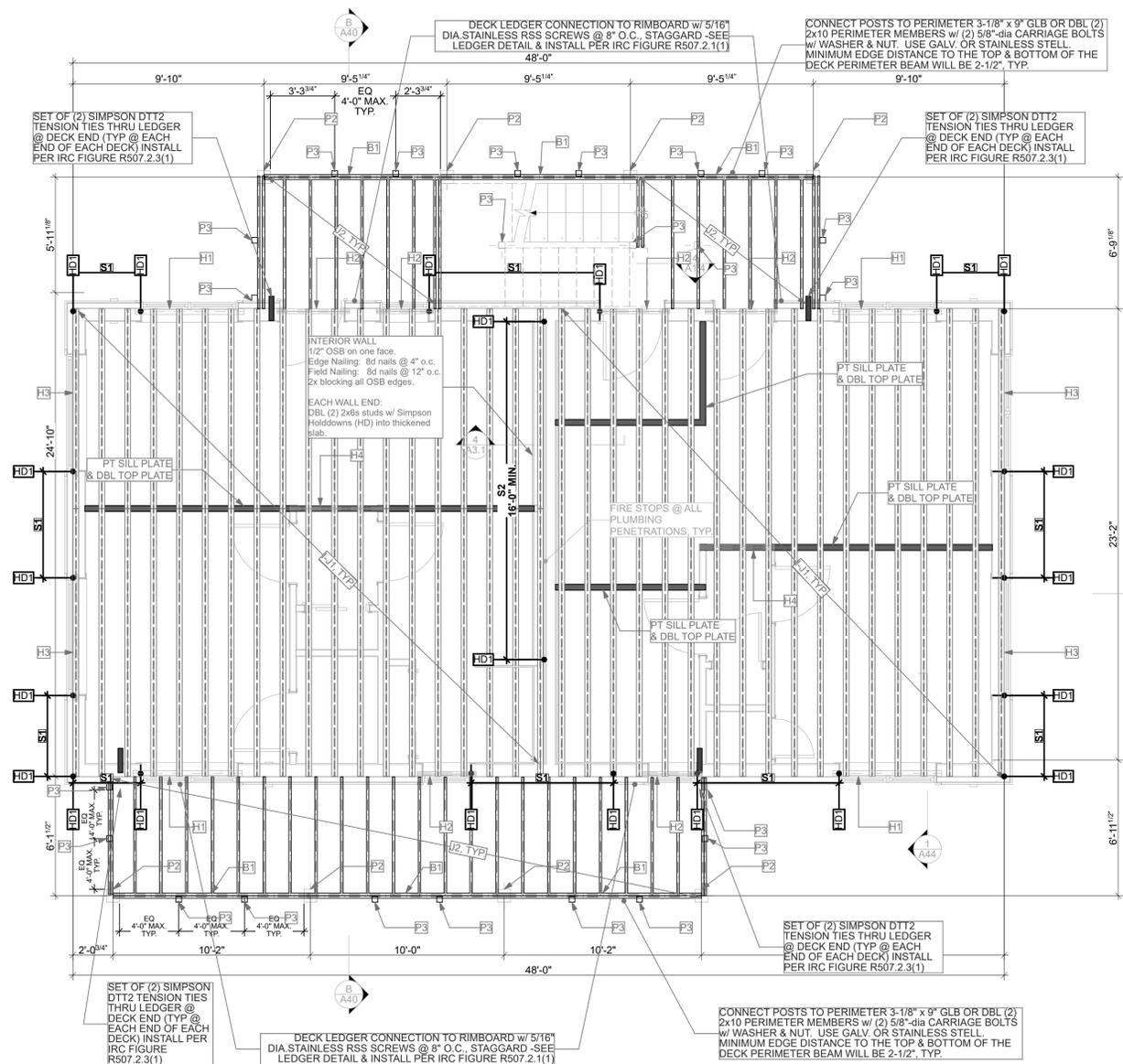
**WALL SCHEDULE:**

PT SILL PLATE & DBL TOP PLATE
-------------------------------

\*NOTE: ALL SILL PLATES TO BE PRESSURE TREATED FOR CONCRETE FLOORS, TYP.

**2 SECOND FLOOR: FRAMING**

SCALE: 1/4" = 1'-0"



**SHEAR WALL SCHEDULE:**

MARK	SHEAR PANEL
S1	1/2" OSB on outside face. Edge Nailing: 8d nails @ 4" o.c. Field Nailing: 8d nails @ 12" o.c. 2x blocking all OSB edges. Each Wall End: DBL (2) 2x6s studs w/ Simpson Holddowns (HD1) into concrete foundation.
S2	1/2" OSB on outside face. Edge Nailing: 8d nails @ 4" o.c. Field Nailing: 8d nails @ 12" o.c. 2x blocking all OSB edges. Each Wall End: DBL (2) 2x6s studs w/ Simpson Holddowns (HD1) into concrete foundation.
S3	1/2" OSB on outside face. Edge Nailing: 8d nails @ 6" o.c. Field Nailing: 8d nails @ 12" o.c. 2x blocking all OSB edges. Each Wall End: DBL (2) 2x6s studs w/ Simpson MSTC40 Straps (HD2), thru the floor, into the wall studs below.
S4	1/2" OSB on outside face. Edge Nailing: 8d nails @ 6" o.c. Field Nailing: 8d nails @ 12" o.c. 2x blocking all OSB edges. Each Wall End: DBL (2) 2x6s studs w/ Simpson MSTC52 Straps (HD3), thru the floor, into the wall studs below.

**HOLDDOWN & TIEDOWN SCHEDULE:**

HD1	SIMPSON HD5B or STHD10
HD2	SIMPSON MSTC40
HD3	SIMPSON MSTC52



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STRUCTURAL:  
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**A4.2**

10/22/19

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**RIM JOIST THROUGH FLOOR FRAMING @ FLOOR ONLY**

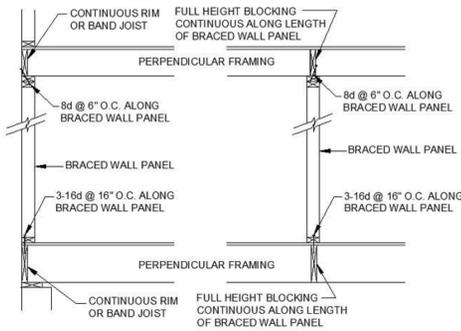
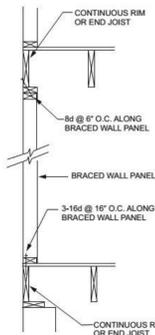
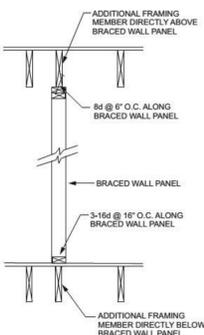


FIGURE R602.10.8-1

**GABLE TRUSS OR TRUSS**



**TRUSS BOTTOM CHORD &/OR INTERIOR SHEAR WALL**



**TRUSS BOTTOM CHORD &/OR INTERIOR SHEAR WALL w/ BLOCKING**

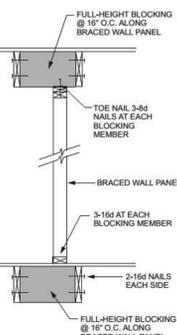
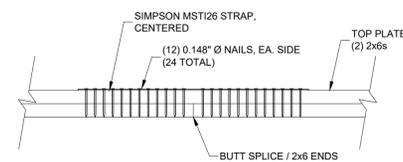


FIGURE R602.10.8(2)



TOP PLATE SPLICE @ SHEAR WALL

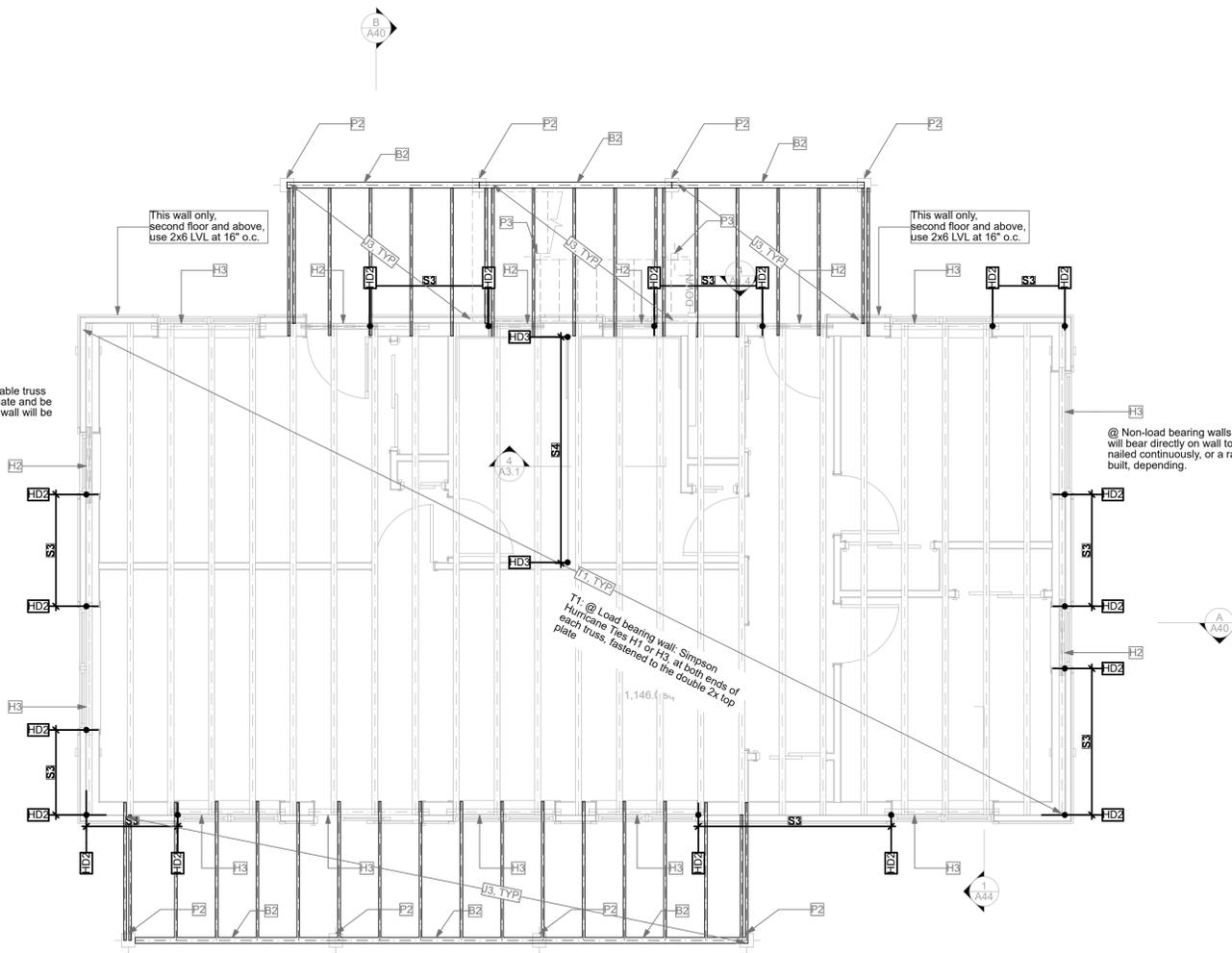
**1 ROOF: FRAMING**  
 SCALE: 1/4" = 1'-0"

FOOTING SCHEDULE:		POST SCHEDULE:		HEADER / BEAM SCHEDULE:	
F1	24x24x8 FTG. W/ (4) #4 HORTZ. BARS 12" O.C.E.W.	P1	12x12 SQUARE CONCRETE PIERS, W/ SIMPSON CPT66Z OR SIM. W/ (4) #4 VERTICAL BARS w/ BENT HORTZ. LEGS INTO FOOTING w/ #4 HORTZ TIES 12" O.C., TYP.	H1	GLB (1) 3-1/8" x 12"
F2	8x24 FTG. W/ (3) #4 BARS CONT. & #4 HORTZ. BARS 16" O.C.E.W. CONCRETE WALL w/ #4 BARS @ 16" O.C.E.W.	P2	(1) 6x6	H2	(2) 2" x 10s
F3	8x16 FTG. W/ (2) #4 BARS CONT. & #4 HORTZ. BARS 16" O.C.E.W.	P3	(1) 4x4	H3	GLB (1) 3 1/8" x 9"
F4	30x30x8 FTG. W/ (4) #4 HORTZ. BARS 12" O.C.E.W.			H4	(2) 2" x 12s
				B1	(2) 2x12 BEAM
				B2	GLB (1) 5-1/8" x 9" CONTINUOUS

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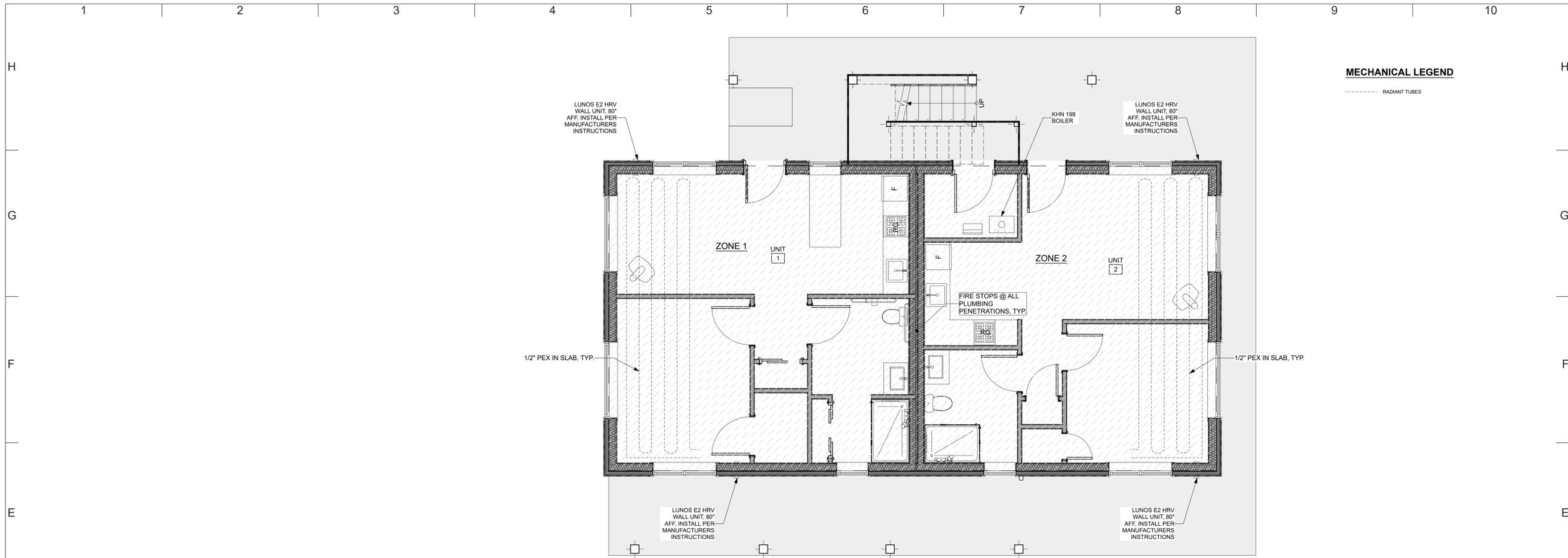
WALL SCHEDULE:	
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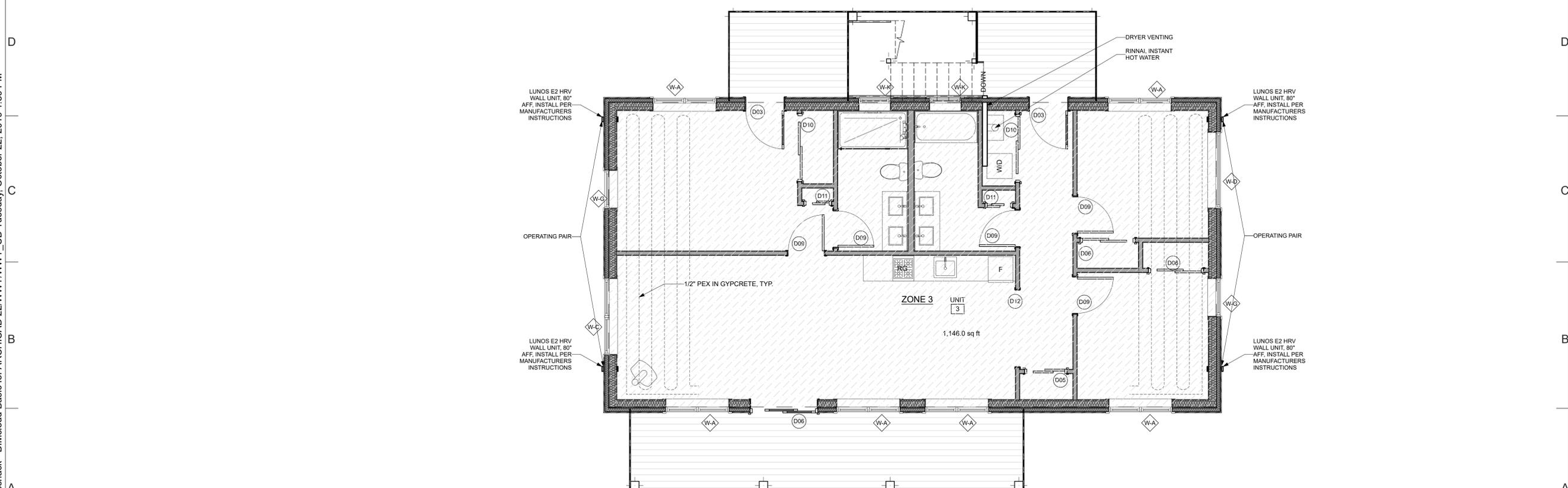


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① MAIN FLOOR: MEP PLANS  
 SCALE: 1/4" = 1'-0"



② SECOND FLOOR: MEP  
 SCALE: 1/4" = 1'-0"

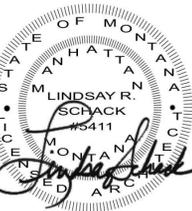


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**MECHANICAL PLAN**

**M1.1**

10/22/19