



## CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This *Consultant Agreement for Professional Services ("Agreement")* is entered into as of May 10, 2023, between Great West Engineering, Inc., located at 2501 Belt View, Helena, MT 59601 ("Great West"), and the City of New Meadows, located at 401 Virginia St. New Meadows, ID 83654. ("Client"). The parties agree as follows:

- I. **Project.** Client desires to engage Great West to perform certain consulting, design, advisory, and/or surveying services for Seepage Testing Lagoon Cell 3 ("Project").
- II. **Scope of Services.** Great West shall perform the following services for the Project ("Services") as described in the *Scope of Services* attached to this *Agreement as Exhibit "A."*
- III. **Payment.** Client shall pay Great West as compensation for the Services a lump sum amount of \$6,500.00.
- IV. **Standard Provisions.** The standard provisions for this *Agreement* are stated on page 2.
- V. **Additional Provisions.** The following additional provisions shall apply to this *Agreement*:  
None
- VI. **Authorization.** Persons executing this *Agreement* represent that they have the requisite authority and power to execute this *Agreement* on behalf of their respective employers.

GREAT WEST ENGINEERING, INC.

  
\_\_\_\_\_  
William B. Lloyd, PE

\_\_\_\_\_  
President

CITY OF NEW MEADOWS

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name & Title]

## Standard Provisions

### 1. Payments.

**1.1 Monthly Invoices.** Monthly invoices shall be issued for all Services performed under this *Agreement*.

**1.1.1 Lump Sum.** Invoices for a lump sum contract are based on percentage of work completed; and the contract amount may be increased for any unanticipated event, which is beyond Great West's control and which increases the level of Services required to complete Project.

**1.1.2 Time and Materials.** Invoices for a time and materials contract are based on the hourly rates set forth in Great West's prevailing *Schedule of Billing Rates*, which may be amended from time to time, plus expenses.

**1.1.3 Retainers.** Retainers are applied toward final invoice.

**1.2 Expenses.** Expenses include all out-of-pocket costs for technical, professional and clerical services and for transportation, meals and lodging, laboratory tests and analyses, telephone, printing, copying, and binding. Expenses are billed at 1.10 times invoice amount, and Client shall pay all governmental fees, permits and charges.

**1.3 Payment Date.** Invoices are due and payable within thirty (30) days after date of invoice.

**1.4 Past Due Accounts.** Any invoice not paid within thirty (30) days after date of invoice shall bear interest at 10%.

**1.5 Stop Work.** Great West may stop work on Project and withhold delivery of all Services until Client's obligations then due and owing to Great West are paid in full.

**1.6 Disputes.** Invoices shall outline Services performed and all related charges and expenses. Disputes regarding an invoice shall be forwarded in writing to Great West within twenty (20) days of date of invoice. If Client does not dispute an invoice within the prescribed time, the invoice is deemed accurate and due and payable.

**1.7 Estimates.** Estimated amounts for Services performed on an hourly or cost plus fee bases are only estimates and may not accurately reflect the ultimate charges to Client.

**1.8 Adjustment of Fees.** Great West may alter the distribution of compensation between individual phases of the contract to be consistent with services actually rendered, but shall not exceed the maximum contract value.

**2. Notice to Proceed.** This *Agreement* constitutes Client's notice to proceed with Services once it is signed by Client and Consultant.

**3. Subconsultants.** With Client's approval, Great West may retain subconsultants to perform Services for Project.

**4. Extra Work.** If Client desires work to be performed beyond the Services described in this *Agreement* ("*Extra Work*"), Client must authorize the *Extra Work* by signing a written amendment, signed and agreed upon by Consultant. If written amendment is impracticable, then a written or electronic statement authorizing the *Extra Work* is required.

**5. Safety and Construction.** Great West is not responsible for construction means, methods, techniques, sequences of procedures, or safety precautions and programs

related to work performed by contractors, subcontractors, or anyone else associated with Project.

**6. Cost Estimates.** Great West does not warrant construction cost estimates.

**7. Use of Documents.** Great West retains ownership of all documents and work product under this *Agreement*, and Client may only use such documents and work product in connection with the Project.

**8. Professional Standards.** Great West shall perform Services according to the standard of care ordinarily exercised under similar conditions by similarly qualified professionals who are currently practicing in the area where Great West is located. Great West makes no express or implied warranties.

**9. Indemnity.** Great West and Client shall indemnify and hold each other harmless from and against all claims, liabilities, actions, damages and expenses made by third parties to the extent caused by or resulting from negligent acts, wrongful acts, errors, or omissions related to or arising out of their respective performances in connection with the Project.

**10. Limitation of Liability.** Great West's liability for its acts, errors or omissions is limited to the total fee for Services performed under this *Agreement*. Client waives all other damages.

**11. Alternative Dispute Resolution.** Unresolved disputes, controversies and claims relating to performance of Services shall be initially referred to mediation prior to initiating any other adjudicatory option.

**12. Termination.** This *Agreement* may be terminated upon thirty (30) days written notice to the other party. In such event, Client shall pay Great West for all Services performed and for all expenses incurred to and including date of termination. In addition,

**13. Dates.** All time periods refer to calendar days unless otherwise stated.

**14. Montana Law Governs; Venue.** This *Agreement* is to be performed in the State of Montana and is made and entered into under the laws of the State of Montana and shall, in all respects, be interpreted, enforced, and governed under the internal laws (and not the conflicts of laws rules) of the State of Montana. In the event legal proceedings are commenced with regard to, arising out of or related to any provision of this *Agreement*, Client and Great West Engineering, Inc. agree that venue shall be the First Judicial District Court of Montana, located in Helena, Montana.

**15. Survival.** The provisions of this *Agreement* shall survive its termination and completion of Services.

**16. Complete Agreement.** This *Agreement* constitutes the complete and final understanding between the parties and may only be amended by written agreement between the parties.



## EXHIBIT A - SCOPE OF WORK CITY OF NEW MEADOWS WASTEWATER SEEPAGE TESTING

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May 5, 2023

Julie Good, Mayor  
City of New Meadows  
401 Virginia St  
New Meadows, Idaho 83654.

**RE: Seepage Testing Wastewater Lagoons**

Dear City of New Meadows Mayor and Council Members:

This proposal is based on our discussions with Kirk Kundrick (City) regarding the anticipated project scope. The City's clay lined lagoon cell 3 failed seepage testing in 2021. It is our understanding that the City worked with DEQ and made improvements to the lagoon cell 3 embankment and is prepared for a seepage test in spring/summer of 2023. This proposal is based on conducting one (1) seepage test on lagoon cell 3 only. Proposed Seepage testing shall follow the requirements set forth in IDAPA 58.01.16.493 for testing the lagoon operating depth in accordance with the Idaho Department of Environmental Quality (DEQ) Wastewater Lagoon Design Standards

### Assumptions:

- The city will fill lagoon cell 3 with wastewater to the maximum operating level and be able to isolate each cell prior to Great West beginning seepage test;
  - Depending on lagoon level, water may need to be transferred using pumps from one lagoon cell to the other.
- Testing equipment will be mobilized one time to the wastewater lagoon facility.
  - Test 1 setup- Equipment will be setup for testing Lagoon 3
- The Client will provide valves or plugs to isolate each lagoon as necessary to allow for seepage testing. of the individual lagoon as required.
- The water surface elevations of the little salmon river will be used to verify that groundwater is below the lagoon floor.
  - The ground water elevation locations have been approved by DEQ in the 2021 seepage test procedure document.
- DEQ will allow the use of the 2021 seepage testing procedure prepared by Great West Engineering during the 2023 testing of lagoon cell 3.
- Idaho Rural Water Support Services (IRWA) will provide fencing to protect testing equipment and keep wildlife out of the testing area.
- Site Visits:
  - Equipment Setup 1- Lagoon 3: IRWA Required
  - Equipment Removal: IRWA Required

We have prepared this proposal based on our understanding of Idaho Department of Environmental Quality (IDEQ) requirements. Work includes:

### **SCOPE OF WORK**

#### **Task 1 – Project Management**

This task includes coordination for testing with entities involved, including the City. Task 1 also includes preparation of monthly invoices that will include a project status update.

**Task 2 – Lagoon Cell 3 Seepage Testing**

The Engineer will complete the seepage testing of lagoon cell 3 in a single test. The test will take between five (5) and fifteen (15) days to gather the necessary information. The five-to-fifteen-day timeline is specified in the DEQ seepage test guidance manual. Once testing is complete GWE will prepare a final seepage test report that will be submitted to DEQ for approval.

**SCHEDULE**

The engineer will need a minimum of two weeks’ notice prior to the beginning seepage testing at the wastewater treatment lagoon facility.

**COST**

Great West Engineering proposes to complete the specified work items listed in tasks 1-2 for a lump sum price of \$6,500. Our proposal is not contingent on performing the seepage test in the minimum five (5) day test. If additional testing is required, we will allow the test to run up to fifteen (15) days per lagoon cell with no additional charge for the test. The fees include Great West Engineering’s labor and direct costs and subcontractors.

Although we do our best to estimate costs, unanticipated site conditions or additional seepage tests could result in additional time and related costs. We will notify you immediately of any discovered site condition that has the potential to impact our overall budgeted costs, or of any anticipated changes throughout the testing process.

Thank you for considering Great West Engineering for these services. We look forward to working with you to complete this project.

Sincerely,

**Great West Engineering, Inc.**



Andrew Kimmel, PE  
Business Unit Manager