Exhibit A Stormwater Regulatory Issues Assistance

Background

The seven largest cities in Montana (Billings, Missoula, Great Falls, Bozeman, Helena, Butte, and Kalispell) are working with MDEQ on a two year program to develop a new MS4 general permit and a stormwater manual to meet their common needs. The seven cities and MDEQ are forming an MS4 storm water working group for this purpose. Emerging issues include a definition of state waters, groundwater discharge applicability of the rules, monitoring requirements, management reporting details, new total maximum daily loads (TMDLs), TMDL implementation plans, and equity issues with the Counties.

This work plan is focused on providing these Cities with technical input and support to understand the implications of regulatory initiatives and the potential impacts on their stormwater utilities. The initial work effort includes three areas:

- Task No. 1 Technical Memos
- Task No. 2 MS4 Stormwater Working Group Conference Calls and Meetings. Participate in conference calls and meeting with the MS4 storm water working group.
- Task No. 3 Extra Meetings and On-Call Services

Work Plan

The following work plan outlines an approach to the initial task orders.

Task No. 1 Technical Memos

Formulate technical memoranda as requested by the Cities' MS4 storm water working group. Each bulleted item below will have a separate memorandum. These memoranda will be prepared and formatted consistently to allow inclusion in a statewide stormwater manual, if one is developed, later. A preliminary outline of the Memoranda is as follows:

- Development of State Waters Definition and Applicability to Dechlorination Permits
- Develop SWPPP for MS4 Cities.
- Development of Statement of Groundwater Applicability
- Sampling/Monitoring/Reporting Requirements
 - Review current MS4 monitoring and reporting requirement and compare with other Region 8 states' requirements and other rural states as appropriate

- Consider improving requirements as necessary to best capture stormwater quality information
- Minimum Control Measures 1 and 2—Public Education and Outreach/Public Involvement and Participation
 - Prepare draft permit language and provide comment and/or suggest alternative language
 - o Develop a table of target pollutants and public activities targets
 - o Develop Training for Staff?
- Minimum Control Measure 3-Illicit Discharge
 - Prepare draft permit language and provide comment and/or suggest alternative language
 - o Draft IDDE Corrective Action Plan/Enforcement Response
 - Draft IDDE Training documents for City Staff?
- Minimum Control Measure 4-Construction Site Stormwater
 - Prepare draft permit language and provide comment and/or suggest alternative language
 - Construction Site Plan Review Checklist
 - Draft Construction Site Violation Corrective Action Plan/Enforcement Response
 - Draft Construction Site Visit Checklist
 - o Develop Construction Site SOPs, inspection frequency memo
- Minimum Control Measure 5-Post Construction BMPs
 - Prepare draft permit language and provide comment and/or suggest alternative language
 - o Review and provide comment on EPAs draft memorandum
- Minimum Control Measure 6-Pollution Prevention Good Housekeeping
 - Prepare draft permit language and provide comment and/or suggest alternative language
 - Develop preliminary list of "high priority" municipal facilities for each City
 - Develop training module for field staff
- Reporting Requirements
 - Review current reporting and requirements and consider better/more efficient ways to report MS4 progress on implementing their programs
 - o Review other states' reporting requirement
- Construction Site SWPP Evaluation

- Review current NOI/NOT process and suggest alternatives for better implementation
- o Consider electronic submission

Cities' Responsibilities:

 Provide written review comments on draft Technical Memorandum work product.

Deliverables:

Draft and final Technical Memoranda

Task No. 2 MS4 Stormwater Working Group Conference Calls and Meetings

MS4 Stormwater Working Group Conference Calls. Participate in periodic conference calls with the Working Group to discuss more detailed technical issues as needed. Assume 12 conference calls.

MS4 Stormwater Working Group Meetings.

- Attend 14 in-person Stormwater Working Group meetings and provide technical assistance as requested.
- Attend the first kick off meeting.
- Assist the MS4 storm water working group and the facilitator with formulating prioritized agendas for the monthly meetings.

Cities Responsibilities:

- Attend conference calls and meetings.
- Review meeting minutes.

Deliverables:

 Participation in the in-person meetings and in conference calls as requested within the time allotted

Task No. 3 Extra Meetings and On-Call Services

Extra Meetings or Calls with Cities. Participate in any additional Meetings or Conference Calls not covered in Task No. 2.

On-Call Services. Complete miscellaneous tasks as directed by Working Group.

3

Regulatory Issues

Budget Resources:

- Professional staff hours:
 - ➤ Technical Memoranda: Estimate 10 tech memos, estimate 50 hours per memo; 500 staff hours
 - ➤ Conference Calls and Meetings: 14 meetings, 12 conference calls, estimate 8 hours per meeting and 2 hours per conference call, 136 staff hours
 - Extra Meetings and On-Call Services: Assume 160 staff hours
- Direct costs for travel to meetings: 14 meetings, \$100 per meeting (auto miles only, no meals or hotel)
- Total budget: \$119,900

Regulatory Issues

4



CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into this 8th day of December, 2014, by and between the CITY OF BILLINGS, MONTANA, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "CITY," and HDR Engineering Inc., of 1715 South Reserve Street, Missoula, MT 59801, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, the CITY and the six other largest cities in Montana (Missoula, Great Falls, Bozeman, Helena, Butte, and Kalispell) are working with Montana Department of Environmental Quality (MDEQ) on a two year program to develop a new State of Montana MS4 stormwater general permit and a stormwater manual to meet our common needs. The seven cities and MDEQ are forming an MS4 storm water working group for this purpose. The City desires to hire CONSULTANT as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

WHEREAS, the CITY has authority to contract for such services, and;

WHEREAS, the CONSULTANT represents that he/she is fully qualified to perform such services personally and is in compliance with the Montana Statutes relating to the provisions of such services.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

- 1. PURPOSE: CITY agrees to hire CONSULTANT as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof. In performing these services, the CONSULTANT shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.
- 2. <u>TERM</u>: This AGREEMENT shall be for a period of 2 years, from the execution of this AGREEMENT. This AGREEMENT may be extended for one year by mutual agreement of both parties, in writing, thirty (30) days prior to termination.

BILLINGS

3. PAYMENT: In consideration of the services provided by the CONSULTANT under this AGREEMENT, the CITY agrees to pay CONSULTANT a price not to exceed \$119,900.

In the event scope of work issues arise, the CONSULTANT shall immediately discuss them with the Project Manager for the CITY. It is understood that the Consultant will not perform any work that the CITY deems outside the scope prior to receiving written approval from the CITY, and at a rate agreed upon by both parties. Any payment for work not agreed upon by the CITY shall be denied.

4. <u>INDEPENDENT CONTRACTOR STATUS</u>: The parties agree that CONSULTANT is an independent Contractor for purposes of this AGREEMENT and is not to be considered an employee of the CITY for any purpose. CONSULTANT is not subject to the terms and provisions of the CITY's personnel policies handbook and may not be considered a CITY employee for workers' compensation or any other purpose. CONSULTANT is not authorized to represent the CITY or otherwise bind the CITY in any dealings between CONSULTANT and any third parties.

5. <u>INDEMNITY AND INSURANCE</u>:

A. The Consultant agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Consultant or its agents or employees.

B. The Consultant shall not indemnify, defend, save and hold Billings harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of Billings occurring during the course of or as a result of the performance of the AGREEMENT.

- C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Consultant, the Consultant shall indemnify, defend, save, and hold Billings harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the Consultant's or any subcontractor's wrongful or negligent acts occurring as a result from the Consultant's performance pursuant to this AGREEMENT.
- D. The CONSULTANT shall maintain in good standing the insurance described in this Section. Before rendering any services under this AGREEMENT, the CONSULTANT shall furnish the CITY with proof of insurance in accordance with this Section.



The CONSULTANT shall provide the following insurance:

- 1. Workers' compensation and employer's liability coverage as required by Montana law.
- 2. Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
- 3. Automobile liability -- \$1,500,000 per accident.
- 4. Professional liability in the amount of \$1,500,000 per claim.

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the CITY prior to cancellation.

The CITY shall be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies.

In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

CONSULTANT shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. CONSULTANT shall maintain workers' compensation insurance coverage for all members and employees of CONSULTANT's business, except for those members who are exempted as independent CONSULTANTs under the provisions of §39-71-401, MCA.

CONSULTANT shall furnish CITY with copies showing one of the following: (1) proof of registration as a registered Contractor under Title 39, Chapter 9, MCA; (2) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (3) proof of exemption from workers' compensation granted by law for independent Contractors.

6. AGREEMENTS OF CONSULTANT: As an inducement to the execution of this AGREEMENT by the CITY and in consideration of the agreements to be performed by the CITY, the CONSULTANT agrees that:

A. Qualifications

The **CONSULTANT** is qualified to perform the services to be furnished under this **AGREEMENT** and is permitted by law to perform such services, and all personnel engaged in the work shall be qualified and so permitted to do the work they perform.

B. Solicitation of Agreement

The CONSULTANT has not employed any person to solicit this AGREEMENT and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this AGREEMENT.

C. Facilities and Personnel

The CONSULTANT has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed.

D. Subcontracting

None of the work or services covered by this AGREEMENT shall be subcontracted without the prior approval of the CITY.

E. Affidavits of Compliance

The CONSULTANT will, if requested by the CITY, furnish the CITY affidavits certifying compliance with the provisions of this Section.

7. <u>AGREEMENTS OF CITY</u>:

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the City of Billings' portion of the project as designated in the scope of work.
- B. Name a Project Manager who shall be the liaison between the Consultant and the City of Billings. For this project, the Project Manager for CONSULTANT designated is Amanda McInnis and the Project Manager for CITY designated is David Mumford.



8. NONDISCRIMINATION:

- A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The CONSULTANT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The CONSULTANT agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The CONSULTANT shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
- C. The CONSULTANT shall comply with any and all reporting requirements that may apply to it that the CITY may establish by regulation.
- D. The CONSULTANT shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this AGREEMENT, so as to be binding upon every such sub-consultant or vendor of the CONSULTANT under this AGREEMENT.
- E. The CONSULTANT shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
- 9. PERMITS, LAWS, AND TAXES: The CONSULTANT shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this AGREEMENT. All actions taken by the CONSULTANT under this AGREEMENT shall comply with all applicable statutes, ordinances, rules and regulations. The CONSULTANT shall pay all taxes pertaining to its performance under this AGREEMENT.



- 10. NONWAIVER: The failure of either party at any time to enforce a provision of this AGREEMENT shall in no way constitute a waiver of the provision, nor in any way affect the validity of this AGREEMENT or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.
- **DECLARATION OF NO FINANCIAL INTEREST:** The CONSULTANT 11. hereby declares that he does not have any interest (including that of real estate agent or broker), direct or indirect, present or prospective, in any property described in Section 1 or in its sale, or any other interest, whether or not in connection with the property, which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed and will not employ, in connection with the services to be furnished under this AGREEMENT, any person having any such interest. Until the property is acquired by the CITY or excluded from its project by resolution of its governing body, the CONSULTANT and any employees of the CONSULTANT, so long as they are employed by the CONSULTANT, will not acquire any such interests and will not, for their own account or for other than the CITY, negotiate for any of the property, perform services in connection with the property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to the property.
- 12. SUCCESSORS AND ASSIGNS: This AGREEMENT and all of the covenants hereof shall inure to the benefit of and be binding upon the CITY and the CONSULTANT respectively and his partners, successors, assigns, and legal representatives. Neither the CITY nor the CONSULTANT shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
- 13. CHANGES IN WORK: Any change in the scope of CONSULTANT'S services as stated in this AGREEMENT for whatever reason, will be negotiated between the CITY and the CONSULTANT and an amendment to this AGREEMENT will be issued with the appropriate change of services and AGREEMENT fee noted.
- 14. <u>LEGAL RELATIONS</u>: The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done.



- 15. <u>TERMINATION OF AGREEMENT</u>: The right is reserved by the CITY to terminate this AGREEMENT at any time upon not less than thirty (30) days written notice to the CONSULTANT.
 - In the event the CITY terminates this AGREEMENT, the CONSULTANT shall be paid for the amount of work performed or services rendered to date of termination per the AGREEMENT fee.
- 16. <u>ENDORSEMENTS</u>: The CONSULTANT shall furnish signatures, statements, or other suitable means to signify responsible endorsement of work on all reports furnished by him.
- 17. OWNERSHIP OF DOCUMENTS: All information relating to the project and prepared under the terms of this AGREEMENT, including reports, data, recommendations, exhibits, analyses, and plans shall be deemed the property of the CITY. Reproducibles of all notes, reports, and plans shall be made available at the CITY'S request.
- 18. <u>PUBLIC INFORMATION</u>: The CONSULTANT shall not issue any statements, releases, or information for public dissemination without prior written approval of the CITY.
- 19. PROPRIETARY RIGHTS: If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the CITY.
- 20. <u>RECORDS</u>: The CONSULTANT shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the AGREEMENT term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the CITY and copies thereof shall be furnished if requested.
- 21. <u>ATTORNEY'S FEES AND COSTS</u>: That in the event it becomes necessary for either Party to this AGREEMENT to retain an attorney to enforce any of the terms or conditions of the AGREEMENT or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs.



- 22. <u>LITIGATION LOCATION</u>: The parties agree that this AGREEMENT shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District County for Yellowstone County and there shall be no other venue for resolution of disputes arising from the AGREEMENT or the performance of its terms.
- 23. MODIFICATION AND AMENDMENTS: That any amendment or modification of this AGREEMENT or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

CONSULTANT (Print Name Above)

Thomas W. Hanel, Mayor

WHITER SECTION MINNAGER

APPROVED AS TO FORM:

BRENT BROOKS, CITY Attorney



CERTIFICATE OF LIABILITY INSURANCE

6/1/2015

DATE (MM/DD/YYYY) 5/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906	CONTACT NAME: PHONE [A/C, No, Ext): [A/C, No):	A			
	(816) 960-9000	E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #				
		INSURER(S) AFFORDING COVERAGE				
		INSURER A: Hartford Fire Insurance Company				
INSURED 13147	HDR ENGINEERING, INC.	INSURER B: Travelers Property Casualty Co of America				
	8404 INDIAN HILLS DRIVE	INSURER C: New Hampshire Insurance Company INSURER D: Lexington Insurance Company				
	OMAHA, NE 68114-4049					
	BELLEVUE/KATIE WARD	INSURER E: National Union Fire Ins Co Pittsburgh PA	19445			
		INSURER F:				

CERTIFICATE NUMBER: COVERAGES HDRIN01 REVISION NUMBER: XXXXXXX 2824447 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR	TYPE OF INSURANCE		SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO. X LOC	Y	Y	37CSEQU0950	6/1/2014	6/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A A A	OTHER: AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS AUTOS X HIRED AUTOS X HIRED AUTOS X AUTOS X AUTOS X AUTOS X AUTOS	Y	Y	37CSEQU0951 (AOS) 37CSEQU0952 (HI) 37CSE1160 (MA)	6/1/2014 6/1/2014 6/1/2014	6/1/2015 6/1/2015 6/1/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) CHARGE (Per accident) S XXXXXXX S XXXXXXX S XXXXXXXX S XXXXXXXX
3	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE	N	N	ZUP-10R64084-14-NF (EXCLUDES PROF, LIAB)	6/1/2014	6/1/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ XXXXXXXX
CCE	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	027527762 (AOS) 027527764 (ME) 027527763 (CA)	7/1/2014 7/1/2014 7/1/2014	7/1/2015 7/1/2015 7/1/2015 7/1/2015	X PER STATUTE ER
D	ARCHS & ENGS PROFESSIONAL LIABILITY	N	N	061853691	6/1/2014	6/1/2015	PER CLAIM: \$2,000,000. AGG: \$2,000,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CLIENT #000194: ALL PROJECTS. CITY OF BILLINGS, ITS OFFICIALS, OFFICERS, EMPLOYEES & AGENTS ARE NAMED AS ADDITIONAL INSUREDS AS RESPECTS GENERAL & AUTOMOBILE LIABILITY, AS PER WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES.

CERTIFICATE HOLDER	CANCELLATION

2824447 CITY OF BILLINGS
PUBLIC WORKS DEPARTMENT
ATTN: DAVE MUMFORD
2224 MONTANA AVE
2ND FLOOR BILLINGS MT 59101

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESEN

© 1988-2014 ACOKD CORPORATION, All rights reserved

CERTIFICATE HOLDER