



INBERG-MILLER ENGINEERS

Casper | Cheyenne | Douglas | Gillette | Green River | Riverton | Greeley, CO

February 20, 2023

23317-HE

9 PDF PAGES EMAILED: cldavis1104@gmail.com
THIS CONSTITUTES THE ORIGINAL

Chuck Davis, Mayor
Town of Saratoga
P.O. Box 486
Saratoga, WY 82331

RE: MASTER SERVICE AGREEMENT FOR
AS-NEEDED ENGINEERING SERVICES
SARATOGA, CARBON COUNTY, WYOMING

Dear Chuck:

Based on your verbal request on February 14, 2023, we are pleased to submit this proposal for performing engineering services on an as needed basis for future infrastructure projects.

PROJECT DESCRIPTION

We understand that as the need arises for the Town, they will reach out and request engineering services for upcoming projects. Potential projects may include street mill and overlay, removal and replacement of pavement, curb and gutter, drainage, and site evaluations. Other services that may be requested are material testing and geotechnical investigations.

SCOPE OF SERVICES

Our scope of services **includes** providing miscellaneous engineering & geotechnical related services when requested on an as-needed basis. Those services may include providing preliminary cost estimates for use in planning and funding of infrastructure projects, civil engineering design, preparation of construction plans and specifications, construction phase services, geotechnical investigations, material testing on construction projects, feasibility statements for proposed projects and assistance with funding applications.

We propose to use a short form Service Agreement (Included) for these services that presents the scope of work, fees for that scope, and a schedule for each project requested.

LIMITATION

Inberg-Miller Engineers' (IME's) opinions of probable Construction Cost are to be made based on IME experience and qualifications and represent IME's best judgment as an experienced and qualified professional generally familiar with the industry. However, since IME has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, IME cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by IME. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator.



Civil | Geotechnical | Environmental | Materials Testing | Surveying | Drilling
Scan the QR Code using your mobile device to learn more about our services.



Inberg-Miller Engineers (IME) are not insurance professionals. We will provide Engineers Joint Contract Document Committee (EJCDC) standard documents for insurance coverage to be provided by the Contractor. It will be the responsibility of our client, and not IME, to provide the coverage amounts and review the insurance certificates provided by the Contractor for compliance. We recommend that our client obtain the advice of an experienced insurance professional for these services.

FEES

Our fee for services performed will be charged at our current hourly, unit, and expense rates. We will provide a fee estimate with the detailed scope for any defined services upon request. A copy of our current fee schedule is included for reference. This proposal is valid if accepted by **March 31, 2022**.

PERFORMANCE SCHEDULE

Upon receipt of a signed proposal, we will be available to perform the services described herein at the request of your authorized representative. This work will be performed following the terms and conditions set forth in Service Agreement included with this proposal.

CLOSURE

You may authorize our services according to the above proposal by signature of your authorized representative in the space provided below. Please return a copy for our records.

We appreciate the opportunity to submit this proposal. If you have any questions, please contact our office at (307) 635-6827.

Sincerely,

INBERG-MILLER ENGINEERS




Gary L. Steele, P.E.
Senior Civil Engineer

Enclosure: Service Agreement
 Schedule of Fees & Available Services

Inberg-Miller Engineers

Town of Saratoga

Signature: 
Print Name: Michael Brown
Title: Vice President
Date: February 20, 2023

Signature: _____
Print Name: _____
Title: _____
Date: _____

MASTER SERVICE AGREEMENT

1 - COMPLETE AND FINAL AGREEMENT

Our proposal and these combined terms and conditions (Agreement), constitute the entire Agreement between the parties and contain all of the stipulations and provisions agreed upon by the parties. This Agreement supersedes and takes precedence over correspondence, and oral agreements between Inberg-Miller Engineers (IME) and CLIENT that were made prior to and are not specifically identified and incorporated in writing in this Agreement. This Agreement is solely for the benefit of IME and CLIENT and nothing in this Agreement shall be construed to create a contractual relationship between persons or entities other than IME and CLIENT.

2 - GOVERNING LAW

This Agreement is to be governed in accordance with the law of the State of Wyoming.

3 - ASSIGNMENT

The obligations of the parties set forth in this Agreement are not freely assignable and may not be assigned without the prior written consent of the other party. Nothing in this Agreement, however, should be read to preclude IME from using Contractors and Subcontractors in appropriate roles at its discretion.

4 - NOTICES

Any notices provided under the terms of this contract must be in writing and for IME shall be delivered to 124 East Main Street, Riverton, Wyoming 82501. Notices for CLIENT will be sent to the address listed on our proposal. Notices shall be deemed to have been given when hand delivered at the address provided above, attention to an officer to or to that person's designee, or upon being sent by registered or certified mail to said address directed to said person.

5 - SEVERABILITY

Any element of this Agreement found to violate any law or regulation shall be deemed void, and all remaining provisions shall continue in force. CLIENT and IME will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

6 - STANDARD OF CARE

Services performed by IME under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. CLIENT shall not require IME to deviate from this standard of care.

7 - OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by IME as instruments of service shall remain the property of IME. IME shall retain these records for a period of 5 (five) years following submission of their report, during which period they will be made available to CLIENT at all reasonable times. CLIENT recognizes that no such documents shall be subject to unauthorized reuse, that is, reuse without the written authorization of IME to do so.

8 - INFORMATION PROVIDED BY OTHERS

CLIENT accepts that IME is not responsible for the accuracy of information provided by others which IME depends upon for the performance of services.

9 - JOBSITE SAFETY

IME is responsible solely for their own and their employees' activities on the jobsite. CLIENT and/or OWNER and its contractors shall be responsible for maintaining a safe jobsite. IME, its employees and subcontractors shall not be responsible for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite.

10 - BILLING AND PAYMENT

CLIENT shall pay IME for services performed in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth herein. Invoices will be periodically submitted by IME and shall be payable and DUE UPON RECEIPT of the invoice. If CLIENT objects to all or any portion of an invoice, CLIENT shall so notify IME within seven (7) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. If CLIENT fails to pay undisputed invoiced amounts within twenty (20) calendar days of the date of the invoice, IME, may at any time, without waiving any other claim against CLIENT and without thereby incurring any liability to CLIENT, suspend this Agreement (as provided for in SECTION 15, SUSPENSION) or terminate this Agreement (as provided for in SECTION 16, TERMINATION). Invoices not paid within 20 days will be charged 1.75 percent per month. Charges will be based on the date of invoice.

11 - LEGAL RIGHT OF ENTRY

CLIENT shall provide for IME's right to enter from time to time property owned by CLIENT and/or other(s) in order for IME to fulfill the scope of services indicated hereunder. CLIENT understands that use of equipment may unavoidably cause some damage to the surface the correction of which is not part of this Agreement.

12- BURIED STRUCTURES

IME will take reasonable precautions to avoid damaging buried structures and utilities where necessary in connection with its work. Such reasonable precautions will include contacting the appropriate "One-Call" utility locating service where excavations will be performed as part of IME's scope of services. CLIENT agrees to waive any claim against IME, and to defend, indemnify and hold IME harmless for any claim or liability for injury or loss allegedly arising from IME's damaging buried structures that are not disclosed via reasonable precautions.

13 - CHANGED CONDITIONS

If, in its judgment, conditions associated with the work described in our proposal have changed significantly, IME may call for renegotiation due to those changed conditions. In that instance, IME and CLIENT shall promptly and in good faith enter into renegotiation of this AGREEMENT to help permit IME to continue to meet CLIENT's needs. If renegotiated terms cannot be agreed to, CLIENT agrees that IME has an absolute right to terminate this Agreement.

14 - DELAYS AND FORCE MAJEURE

In the event that IME'S field or technical work is interrupted due to causes beyond its control, IME shall be compensated for the labor, equipment and other costs IME incurs in order to maintain their workforce for CLIENT's benefit during the interruption, or - at CLIENT's option - the various costs IME incurs for demobilization and subsequent remobilization. Compensation to IME shall be based upon IME's prevailing fee schedule and expense reimbursement policy.

Neither party shall hold the other responsible for damages or delays in performance caused by Acts of God or other circumstances beyond the control of the other party, and which could not reasonably have been anticipated or prevented. For purposes of this AGREEMENT, Acts of God and other circumstances include, but are not limited to, unusual weather, floods, epidemics, war, riots, strikes, lockouts or other industrial disturbances, protest demonstrations, unanticipated site conditions, or inability despite reasonable diligence to supply personnel, equipment, or material to the project. Should such acts occur, CLIENT and IME shall utilize their best efforts to overcome the resulting difficulties and resume conduct of services called for herein as soon as reasonably possible.

15 - SUSPENSION

Upon seven (7) calendar days' written notice to IME, CLIENT may suspend IME's work. If payment of IME's invoices is not maintained on a thirty (30) calendar day current basis by CLIENT, IME may by upon reasonable notice to CLIENT suspend further work until payment is restored to a current basis.

16 - TERMINATION

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before the expiration of the period specified in the written notice.

Irrespective of which party shall affect termination or the cause therefore, CLIENT shall within thirty (30) calendar days of termination remunerate IME for services rendered and costs incurred, in accordance with IME's prevailing fee schedule and expense reimbursement policy. Costs shall include those incurred up to the time of termination, as well as those associated with termination and post-termination activities, such as demobilization, decontaminating and/or disposing of equipment, disposal, and replacement of contaminated consumables, and so on.

17 - INDEMNITY AND INSURANCE

Except where otherwise provided herein, IME agrees to indemnify and save CLIENT harmless from and against any claims, demands, loss, damage, or liability arising from any negligent acts or omissions by IME, its agents, employees, and consultants which are made against CLIENT by third parties. CLIENT agrees to indemnify and save IME and its agents, employees, and consultants harmless from and against any claims, demands, loss damage or liability arising from any negligent acts or omissions by CLIENT, its agents, or employees made against IME by third parties.

IME shall insure its operations and activities as per the normal course of its business and operations. IME's indemnification obligations under this contract as set forth above shall be limited to that amount provided for under said insurance and covered by said insurance. CLIENT may obtain a copy of IME's Certificate of Insurance upon written request. IME shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance and its coverage.

The CLIENT agrees to limit IME's liability to the CLIENT and CLIENT'S agents, employees, contractors and subcontractors arising from IME's professional acts, errors or omissions, that directly damage CLIENT or CLIENT'S agents, employees, contractors and subcontractors such that the total aggregate liability of IME to all those named shall not exceed \$100,000 or IME's total fee for the services rendered on this project, whichever is greater, unless otherwise specified herein.

18 - CONSEQUENTIAL AND PUNITIVE DAMAGES

Neither party shall be liable to the other for any consequential or punitive damages regardless of the nature of this fault, or whether it was committed by the CLIENT or IME, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

19 - CONFLICTS

In the event of a conflict between the main text of this Agreement and any attachment thereof, provisions of the main text shall govern. In the event of any conflict between the Agreement and any ADDENDA thereto, the ADDENDA shall govern. In the event of a conflict between any two ADDENDA, the ADDENDA of most recent date shall govern.

20 - DISPUTE RESOLUTION

In the event that legal action is brought by either party against the other, the prevailing party shall be entitled to its Attorneys' fees and costs, including all costs of any kind or description associated with suit and all time necessarily devoted to its own defense by IME. If any controversy or claim arises out of, or relates to this Agreement, or breach thereof, and if said dispute cannot be settled through negotiation, IME may elect to submit the matter to mediation and then, or alternatively, to binding arbitration. Should IME submit this matter to binding arbitration, it may elect to do so in accordance with the Construction Industry Arbitration Rules of the AAA, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

21 - CURING A BREACH

In the event either party believes that the other has committed a material breach of this Agreement, the party maintaining such a belief shall issue notice to the other, identifying the facts as perceived, and both parties shall bargain in good faith to cure the breach as stated in the notice. If such a breach cannot be cured within 30 days of the notice having been given, the non-breaching party may terminate this AGREEMENT. Should the parties agree to a resolution to the breach, they shall commit the resolution to a writing prior to the date specified under this section.

Any act in curing an actual or alleged breach shall not be construed to effect future application of the provision alleged to have been breached or any other provision of this Agreement. Any decision by a non-breaching party to choose not to terminate this Agreement shall not be regarded as an acceptance or waiver of the breach.

22 - DEFECTS IN SERVICE

CLIENT and CLIENT's personnel, contractors and subcontractors shall promptly report to IME any defects or suspected defects in IME's work, in order that IME may take prompt, effective measures which in IME's opinion will minimize the consequences of a defect in service.

23 - TERM OF AGREEMENT

The term of this Agreement shall end when the agreed scope of services by proposal or amendment are completed, or by mutual agreement of CLIENT and IME are no longer necessary.

24 - DISCLOSURE OF HAZARDOUS MATERIALS

CLIENT warrants that CLIENT has informed IME of any known or suspected hazardous materials that may exist at the project site and that CLIENT has informed IME of any such known or suspected hazardous material's type, quantity, and location.

IME and CLIENT agree that the discovery of hazardous materials that could not be reasonably anticipated constitutes a changed condition mandating a renegotiation of the scope of work or termination of services as set forth above. CLIENT recognizes that it is its responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials and to defend, indemnify and save IME harmless from any claims, demands or liability associated with the same.

25 - DISPOSAL OF SAMPLES

Soil, rock, water, and/or other samples obtained from the Project site are the property of CLIENT. IME will preserve such samples for no longer than forty-five (45) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is CLIENT's responsibility to select and arrange for lawful disposal procedures including the removal of the contaminated samples from IME's custody and transporting them to a disposal site.

26 - JOINT AND SEVERAL LIABILITY

As applied to hazardous materials projects, it is possible that the concept of joint and several liability could be construed to make IME partly or wholly responsible for damages created directly or indirectly by unanticipated hazardous materials. CLIENT agrees that it would be inequitable for IME to be exposed to such a claim, damages, or suit because IME had nothing whatsoever to do with the creation of the hazardous condition. Accordingly, CLIENT waives any claim against IME, and agrees to defend, indemnify and save IME harmless from any claim, demand, suit, damages or liability for injury, damages or loss arising from the application of a joint and several liability that would in any manner hold or seek to hold IME responsible for creating or maintaining a hazardous condition or permitting one to exist.

Nothing in this provision is intended to suggest that IME agrees to or stipulates to the application of joint and several liability in any instance in which the operation of law does not cause it to otherwise apply.

27 - PARTIES HAVE READ AND AGREE TO THIS DOCUMENT

The parties hereto acknowledge that they have read this Agreement, have had the opportunity to consult with legal counsel on any questions pertaining thereto, understand the same, and freely enter into this Agreement.

SCHEDULE OF FEES & AVAILABLE SERVICES
EFFECTIVE APRIL 1, 2022

PERSONNEL

Project Support/Administration	\$80.00 /Hour
Engineering Technician/Survey Technician I-II.....	\$80.00 to \$90.00 /Hour
CAD Drafting Technician	\$105.00 /Hour
Staff Engineer/Scientist I-II-III	\$90.00-\$100.00-\$110.00 /Hour
GPS Technician/Party Chief I-II-III	\$90.00-\$100.00-\$110.00 /Hour
2-Person Survey Crew.....	\$160.00 /Hour
Drilling Manager	\$110.00 /Hour
Project Manager I-II.....	\$110.00 to \$135.00 /Hour
Professional Land Surveyor I-II	\$135.00 to \$165.00 /Hour
Professional Engineer/Scientist I-II-III	\$140.00-\$160.00-\$180.00 /Hour
Principal.....	\$200.00/Hour

VEHICLE

Vehicle.....	\$8.00 /Hour	\$50.00 /Day, plus \$1.50 /Mile*
One-Ton Flat Bed Truck	\$10.00 /Hour	\$60.00 /Day, plus \$2.00 /Mile*
Drill Rig		\$3.00 /Mile*

*** Fuel Surcharge:** Mileage rate is based on fuel prices as of April 2022 (Source: wyominggasprices.com). If fuel prices increase over 10% from April 2022 rates, the percentage of increase will be added to all mileage rates.

EXPENSES

Additional Hard Copies of Bound Reports (Less Than 100 Pages).....	\$35.00 /Copy
Motel, Meals, Per Diem, Prints, Postage, Equipment Rental, Photocopies, and Other Miscellaneous Supplies	Direct Expense, Plus 15%
Subconsultant Services Secured with Client's Approval	Direct Expense, Plus 15%
All Other Equipment and Materials Not Listed	BY QUOTATION

NOTES:

- All field charges begin at the time of departure and terminate at the time of return to the point of origin and/or place of lodging while away from the principal office, less time off for the convenience of the personnel.
- At the client's request, or convenience, an overtime rate of 1.5 times personnel rate will be applied when services are required before 7:00 AM and after 7:00 PM on weekdays and for all hours on weekends, and 2.0 times for any holidays.
- **Inberg-Miller Engineers will prepare an estimated budget for services based upon the client's detailed scope of services, if requested. Please be informed that project management and project support costs are a necessary part of any services provided. Final invoiced amounts may vary from estimated amounts depending on variations in scope, time of performance, and/or changes in anticipated conditions. Any items not specifically listed are by quotation.**

Payment is due upon presentation of invoice and is past due 30 days from invoice date. A finance charge of one and one-half (1½) percent per month, or the maximum rate allowed by law, will be assessed against the unpaid balance. All credit card transactions will be assessed a 4% surcharge.

CIVIL ENGINEERING.....BY QUOTATION

- Highway Design, Street Design, Grading and Drainage Design

- Solid Waste Planning; Landfill, Baler, and Transfer Station Design and Permitting
- Water System Design, Sanitary Sewer Design, Storm Sewer Design
- Irrigation and Drainage Design, Hydrologic and Hydraulic Analysis
- Residential and Commercial Subdivision Design
- Site Design for Commercial Developments and Schools
- Spill Prevention Control and Countermeasure (SPCC) Plans
- Stormwater Pollution Prevention (SWPPP) Plans
- Mine Permitting and Mine Reclamation Design
- Construction Contract Administration and Construction Observation

GEOTECHNICAL ENGINEERINGBY QUOTATION

FIELD SERVICES

- Subsurface Exploration, Contract Drilling, Direct Push Exploration, Rock Coring
- Drilling and Sampling (Small, Medium and Large Diameter Test Borings)
- Foundation Analysis and Design Recommendations
- Earth Dam & Reservoir Design and Reconnaissance, Slope Stability Analysis
- Explorations for Roadway; Borrow Sources and Aggregate Sources on Highway Construction
- Monitor Well Installation, Development, Purging, Sampling, Abandonment
- Field Sampling and Testing of Soil, Groundwater, and Air
- Ground Water Pumping/Drawdown Tests, Permeability/Density of In-Place Soil

LABORATORY SERVICES

- Moisture-Density Relations of Soils, Particle Size Analyses, Soil Index Tests
- Soil Classification, Strength Tests, Volume Change, California Bearing Ratio Test
- Triaxial Shear Strength Tests, Permeability Tests, Corrosivity Tests (Soil)
- Analytical Testing of Soil and Ground Water Samples, Packaging and Handling of Samples
- Mobile Laboratory
- Concrete and Asphalt Mix Designs

CONSTRUCTION MATERIALS TESTING AND OBSERVATIONBY QUOTATION

FIELD AND LABORATORY SERVICES

- Soils/Aggregates, Portland Cement Concrete and Asphalt Concrete
- International Building Code (IBC) Special Inspection: Reinforced Concrete, Spray Applied Fire Proofing, Structural Masonry Inspection and Structural Steel

ENVIRONMENTAL ENGINEERINGBY QUOTATION

- Solid Waste Disposal Design and Permitting
- Categorical Exclusions, Phase I, II, and III Site Assessments, Extent of Contamination Studies
- Soil and Groundwater Remediation Systems Design and Implementation
- Monitor Well Installation, Development, Purging, Sampling, and Abandonment
- Field Sampling and Testing of Soil, Groundwater, and Air
- Geologic Cross-Sections, Contaminant Isoconcentration Maps
- Asbestos, mold and lead-based paint sampling

LAND SURVEYINGBY QUOTATION

- PROPERTY SURVEYS: Subdivision Platting and Mapping, Farm/Ranch Surveys, Cadastral Surveys, Boundary Retracement
- ENGINEERING SURVEYS: Topographic Surveys, Highway, Street, and Road Design Surveys, River and Flood Plain Cross-Sections
- UTILITY SURVEYS: Preliminary, Construction, and As-Built Surveys for Cross-Country Pipelines and Power Transmission Lines
- CONSTRUCTION SURVEYS: Highways, Utilities, Bridges
- MISCELLANEOUS: Mine Reclamation Surveys, Water Rights, Mining Claims
- ALTA/NSPS: Land Title Detailed Property Surveys
- UAV SERVICES: Insurance damage claims, real estate, advertising and marketing, surveying, aerial inspections (including but not limited to)