

This Agreement is valid for 30 days from the Order Date listed below.

OWNER INFORMATION:

NAME: City of Sidney, MT
 BILLING ADDRESS: 115 2nd St SE
 CITY, STATE, ZIP: Sidney, MT 59270
 EMAIL: clerktreasurer@cityofsidneymt.com
 ORDER PLACED BY: _____

PROJECT #: _____
 ORDER DATE: May 1, 2025
 PHONE: 406-433-2809
 CELL: _____

PROJECT DESCRIPTION:

**Downtown Master Planning
Services for the City of Sidney,
MT**

DESCRIPTION OF WORK:

Downtown Plan as per proposal dated April 1, 2025 and accepted by the City of Sidney City Council on April 7, 2025.

Action	Schedule
1. Steering Committee Kickoff Meeting 2. Stakeholder Interviews 3. Downtown Tour 4. Assess existing conditions 5. Deliverables: <ul style="list-style-type: none"> a. Existing Conditions Report b. Community Assets and Concerns Map 	July 2025
1. Community Visioning Workshop 2. Community Visioning Survey 3. Deliverables <ul style="list-style-type: none"> a. Community Meeting and Survey Materials b. Public Engagement Summary Report c. Draft Vision/Mission Statement and Core Values 	August 2025
1. Develop goals and objectives 2. Deliverables: <ul style="list-style-type: none"> a. Goals and Objectives Framework b. List of Aligned Catalyst Projects 	September 2025
1. Design Charrette 2. Visualization Development 3. Deliverables: <ul style="list-style-type: none"> a. Charrette Facilitation Materials b. Visual Renderings for up to five (5) catalyst projects c. Summary of design concepts and community feedback 	September-October 2025
1. Draft Recommendations Feedback Portal 2. Draft Plan Review Meeting 3. Deliverables: <ul style="list-style-type: none"> a. Strategy Framework Document b. Comprehensive Streetscape Improvement Plan 	October-November 2025
1. Implementation Plan 2. Deliverables:	November- December 2025

a. Implementation Matrix with Roles and Responsibilities, Timelines, and Cost Estimates b. Project Phasing Plan c. Final Plan Deliverable	
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ESTIMATED COST OF PLANNING SERVICES:	\$80,000	Hourly (HR)
ESTIMATED COST OF ADDITIONAL SERVICES:	\$0	
TOTAL:	\$80,000	

PROPOSAL PROVIDED BY:
Rachel Laqua, AICP

IE OFFICE:
2177 Lincoln Ave. SE, Sidney, MT 59270

To the fullest extent permitted by law, Client and Planner (1) 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, and (2) agree that Planner’s total liability to Client under this Agreement shall be limited to: \$80,000; or our fee, whichever is greater. See Addendum 1 for General Terms and Conditions.

Payment for planning services is due and payable when billed. Interest in the amount of 1.5% per month shall be added to accounts not paid within thirty (30) days of the invoice date.

AUTHORIZATION: I hereby authorize the above-described planning services to be performed by Interstate Engineering, Inc. under the terms and conditions set forth.

SIGNATURE:

DATE:

Addendum 1

General Terms and Conditions

1.01 Basic Agreement and Period of Service

- A. Planner shall provide or deliver the services described in the Planning Services: Proposal and Agreement (the "Service"). If authorized by Owner, or if necessitated by changes to the Project (as described on the Planning Services: Proposal and Agreement), Planner will also provide any additional services beyond those specified above ("Additional Services").
- B. If, due to no fault of Planner, the timelines or dates of the Project are modified, or the orderly and continuous progress of the Services is hindered, or if the Services are delayed or suspended, then the Services, completion time for the Services and Planner's compensation rates and amounts shall be adjusted fairly.

2.01 Payment Procedures

- A. Invoices: Planner shall prepare and submit invoices to Owner on a monthly basis, following its standard invoicing practices. Payments are due within 30 days of Owner's receipt of the invoice. If Owner fails to make any payment due to Planner for Services, Additional Services, or expenses within thirty (30) days after receipt of Planner's invoice, then:
 - 1. The amounts due to Planner will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth (30th) day, and
 - 2. In addition, Planner may, after giving seven (7) days' written notice to Owner, suspend Services under this Agreement until Planner has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Planner for any such suspension.
- B. Payment: As compensation for Planner providing or furnishing Services, Owner shall pay Planner as set forth in "Cost of Planning Services", above. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Planner in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 Basis of Payment—Hourly Rates plus Reimbursable Expenses

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Planner as follows:
 - 1. An amount calculated by multiplying the cumulative hours worked on the Project by each category of Planner's employees by the standard hourly rates for the respective billing class, plus any reimbursable expenses and charges from Planner's consultants, if applicable.
 - 2. Planner's Standard Hourly Rates are attached as Appendix 1.

3.01 Performance Standards

- A. Standard of Care: The level of care and expertise provided in all professional planning and related services under this Agreement will align with the standards typically practiced by professionals in the same field, operating under similar conditions, at the same time, and in the same location. Planner does not offer and expressly disclaims all other warranties, whether express or implied, under this Agreement or otherwise, regarding any services provided.
- B. Subconsultant: Planner may engage subconsultants as deemed reasonably necessary to assist in the performance or provision of services, subject to Owner's reasonable, timely, and substantive objections.
- C. Reliance on Others: Planner may utilize or rely on planning elements and information that are customarily provided by others in accordance with the standard of care established in this Agreement.
- D. Compliance with Laws and Regulations, and Policies and Procedures
 - 1. Planner and Owner mutually covenant to comply with all applicable federal, state, and local laws, regulations, and rules (collectively, "Laws and Regulations").
 - 2. Planner shall comply with the reasonable policies, procedures, and instructions of Owner which Owner provides to Planner in writing before the commencement of the Services and which are applicable to Planner's performance of Services under this Agreement ("Owner Policies"), subject to the standard of care established in this Agreement, and to the extent compliance is not inconsistent with Planner's professional practice requirements.
 - 3. The terms of this Agreement, including pricing, are based on Laws and Regulations and Owner Policies as of the effective date of this Agreement. The following events may result in Planner's modification of Owner's responsibilities or to Planner's scope of Services, times of performance, or compensation:
 - a. changes or amendments to Laws and Regulations after the effective date of this Agreement;
 - b. receipt by Planner of Owner Policies after the effective date of this Agreement; or
 - c. changes to Owner Policies after the effective date of this Agreement.

- E. Owner will not require Planner to sign any document, no matter by whom requested, resulting in Planner certifying, guaranteeing, or warranting conditions whose existence Planner cannot determine. Owner may not condition the resolution of any dispute with Planner or payment of any amount due to Planner upon Planner's execution of any such document.
- F. Planner will not provide or obtain legal advice or representation for Owner.
- G. The Services do not include (1) serving as a "municipal advisor" for purposes 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, any municipal entity or other person or entity, about 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.

4.01 Document Ownership

- A. All documents prepared or provided by Planner are considered instruments of service. Planner retains ownership and property rights, including copyright and reuse rights, in these documents, regardless of whether the Project is completed. Planner grants Owner a limited license to use the deliverable documents for the Project, any extensions of the Project, and related uses, provided that Planner receives full payment for all Services and Additional Services related to the preparation of the deliverable documents. This license is subject to the following limitations:
 - 1. Owner acknowledges that these documents are not intended or represented to be suitable for use on the Project unless completed by Planner. Additionally, they are not suitable for use or reuse by Owner or others on extensions of the Project, any other project, or for any other purpose, without written verification or adaptation by Planner;
 - 2. Any use, reuse, or modification of the documents without written verification, completion, or adaptation by Planner, as appropriate for the intended purpose, will be at Owner's sole risk. Planner, along with its officers, directors, members, partners, agents, employees, and subconsultants will not be liable or legally exposed as the result of any such use, reuse, or modification;
 - 3. Owner shall indemnify, defend and hold harmless Planner and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses including attorneys' fees and costs arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. The limited license described in this Agreement is not sublicensable or assignable and shall not create any rights in any third parties.

5.01 Electronic Transmittals

Owner and Engineer agree to transmit, and 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.

6.01 Insurance

- A. Planner must obtain and maintain insurance coverage.
- B. Additional Insureds: Planner's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 - 1. List Owner and any specified individuals or entities as additional insureds;
 - 2. Cover the officers, directors, members, partners, and employees of all additional insureds;
 - 3. Provide primary coverage for these additional insureds for all applicable claims, including those from ongoing and completed operations; and
 - 4. Not seek contributions from the additional insured's insurance.
- C. Professional Liability: Planner must also obtain and maintain professional liability insurance with limits of at least \$1 million per claim and \$1 million in aggregate. This insurance must cover all claims resulting from Planner's negligent acts, errors, or omissions in performing Services under this Agreement. Proof of insurance must be provided to Owner before services begin.
- D. Owner and Planner must provide each other with certificates of insurance showing the required coverages. These certificates must be provided before Planner starts Services and upon renewals (if any) during the Agreement's term.
 - 1. Upon request, Planner must also provide additional evidence of the required insurance, including copies of policies and endorsements, documentation of self-insured retentions (if allowed) and deductibles, full disclosure of relevant exclusions, and proof of insurance required for subconsultants. Planner may redact confidential premium or pricing information and any wording specific to other projects or jurisdictions.
- E. All insurance policies must include a provision or endorsement stating that coverage will not be canceled, and renewal will not be refused, without at least 10 days' prior written notice to the primary insured. The primary insured must promptly forward a copy of such notice to the other party to this Agreement.

7.01 Suspension and Termination

- A. Suspension
 - 1. By Owner: Owner may suspend the Services for up to 90 days after providing 7 days' written notice of its intention to Planner.
 - 2. By Planner: Planner may suspend services under this Agreement after giving 7 days' written notice of its intention to Owner if:
 - a. Owner has failed to pay Planner for invoiced services and expenses; or

- b. continuing circumstances beyond the control of Planner have rendered it impracticable for Planner to continue or complete its obligations under this Agreement.

B. Termination for Cause

- 1. Either party may terminate the Agreement for cause with 30 days' written notice to the other party if the other party substantially fails to perform according to the Agreement's terms, through no fault of the terminating party. However, this Agreement will not terminate if the party receiving the notice begins to correct the substantial failure within 7 days of receiving the notice and diligently works to cure the failure within 30 days of receiving the notice. If the substantial failure cannot reasonably be cured within the 30-day period, but the party has diligently attempted to cure it and continues to do so, the cure period may be extended up to, but no more than, 60 days from the date of receiving the notice.
- 2. In addition to its above-described termination rights, Planner may also terminate this Agreement for cause upon immediately upon written notice if:
 - a. Owner demands that Planner provide or perform services contrary to Planner's responsibilities or obligations as a certified professional; or
 - b. if the Services for the Project are delayed or suspended for more than 90 days for reasons beyond Planner's control;
- 3. Planner will not be liable to Owner for any termination of the Agreement by Planner for Cause.

C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Planner's receipt of notice from Owner.

D. Extension of Effective Date of Termination: If Owner terminates the agreement for cause or for convenience, Owner may set the effective date of termination up to 30 days later than initially provided. This extension allows Planner to demobilize personnel and equipment from the worksite, complete tasks whose value would otherwise be unrecoverable, prepare notes on the status of completed and uncompleted tasks, and organize Project materials into orderly files. Planner shall be entitled to compensation for these tasks.

E. Payments Upon Termination: If the Agreement is terminated for any reason, Planner is entitled to invoice Owner and receive full payment for all services rendered and reimbursable expenses incurred up to the effective date of termination. Once this payment is made, Owner will retain a limited right to use the documents at Owner's sole risk.

- 1. If Owner terminates the Agreement for cause and disputes Planner's right to compensation for services and reimbursement of expenses, the matter will be resolved through the dispute resolution provisions of this Agreement or as otherwise agreed in writing. Until resolved, Owner's right to use any documents is suspended.
- 2. If Owner terminates this Agreement for convenience or Planner terminates this Agreement for cause, Planner is entitled, in addition to the previously identified payments, to invoice Owner and receive payment for reasonable services and expenses directly related to such termination. This includes costs incurred both before and after the effective date of termination, such as reassignment of personnel, termination of contracts with Planner's subconsultants, and other related close-out costs, using the methods and rates for Additional Services.

8.01 Successors, Assigns, and Beneficiaries

- A. This Agreement is binding upon and inures to the benefit of each of the parties and their respective successors and assigns.
- B. Neither Owner nor Planner may assign, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the prior written consent of the other party, unless such assignment or transfer is required by or occurs by the operation of law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any obligation or duty under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of Owner and Planner and not for the benefit of any other party.
 - 2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Planner, any third-party, or to any surety for or employee of Owner or Planner.

9.01 Dispute Resolution

Owner and Engineer agree to attempt to resolve each dispute between them in good faith during the 30 days after written notice of any dispute. If negotiations are unsuccessful in resolving the dispute within such timeframe, then the parties must submit the dispute to non-binding mediation. If mediation is unsuccessful, then the parties may exercise their rights at law.

10.01 Controlling Law; Venue

The Laws and Regulations of the state in which the Project is located govern this Agreement.

11.01 Indemnification

- A. Indemnification by Planner: Planner shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, 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 Project itself), including the loss of use resulting injury to or

destruction of tangible property, but only to the extent caused by any negligent act or omission of Planner or Planner's officers, directors, members, partners, agents, employees, or Subconsultants.

- B. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor.
- C. Percentage Share of Negligence: A party's total liability to the other party, and to anyone claiming through or under the other party, for any costs, losses, or damages caused partly by the party's negligence and partly by the negligence of the other party or any other negligent entity or individual, will be limited to the percentage share of the total negligence attributable to that party. This includes the negligence of Owner, Planner, and all other negligent entities and individuals.

12.01 Miscellaneous Provisions

- A. Notices: Notices required by this Agreement must be in writing and delivered in person (by commercial courier or otherwise), by registered or certified mail, or by email to the recipient including the words "FORMAL NOTICE" in the subject line of the email. All such notices are effective upon the date of receipt by the receiving party.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: In case any provision in this Agreement shall be found invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality, or unenforceability.