



STANDARD AGREEMENT BETWEEN CLIENT AND MORRISON-MAIERLE, INC.

Project Number 0717.033.00

Project Name Anderson Subdivision Drainage Improvements

This is an Agreement made as of February 16, 2023 between MORRISON-MAIERLE, INC. (CONSULTANT) and City of Sidney, (CLIENT).

The Client intends to mitigate flooding in the Anderson subdivision. (brief description of the project).

CONSULTANT’S RESPONSIBILITIES

The Scope of Services shall consist of the following which shall be referred to as the Project: Project coordination, grant admin, survey, environmental compliance, design, and construction admin for stormwater improvements.

The Project Schedule is described as: through completion.

CLIENT and CONSULTANT in consideration of their mutual covenants herein agree to the performance of professional services by CONSULTANT and the payment for those services by CLIENT as set forth below:

METHOD OF PAYMENT

If unforeseen conditions are discovered during the Project, the CLIENT agrees that the desired work may be completed at an additional cost. This cost will be communicated with the CLIENT at the earliest convenience with details on the additional expense.

Payment is due upon receipt of CONSULTANT's statement(s). CLIENT agrees to pay interest at the maximum legal rate allowed by law for payments not received within 30 days after receipt of the statement. We reserve the right to withhold final documents until payment is made.

- Method 1 - HOURLY RATE - Hourly rates as specified in the Special Provisions or attachments hereto, plus an amount equal to CONSULTANT's actual reimbursable expenses related to the project times a factor of 1. The total compensation for services identified herein is estimated to be \$147,785.
- Method 2 - LUMP SUM - A lump sum fee of \$ _____.
- Method 3 - RETAINER - Deposit with MMI a retainer fee in the amount of _____ Dollars. It is understood that all invoices or charges will be charged against said retainer. If effort consumes the retainer and additional services are required, then the Owner shall replenish the retainer in the agreed upon amount within 5 business days. Failure to replenish retainer will be sufficient cause to immediately stop work and withhold delivery of the work product.
- Method 4 - SPECIFY - _____

SPECIAL PROVISIONS AND ATTACHMENTS

The following Special Provisions and Attachments are integrated into and form a part of this Agreement.

- Scope of Services
- Schedule
- Budget Worksheet
- Hourly Rate Schedule
- Engineer's Fee Estimate
- Other Additional Information:

GENERAL PROVISIONS OF STANDARD AGREEMENT

The following General Provisions of Standard Agreement are integrated into and form a part of this Agreement.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1 CONSULTANT shall perform the services as set forth in the Scope of Services as described on page one of this Agreement, or as further described in Attachments hereto.

1.2 Execution of this Agreement by the CLIENT constitutes written authorization for the CONSULTANT to proceed.

1.3 CONSULTANT shall serve as the CLIENT'S prime professional consultant representative for the Project and perform services as set forth in the Agreement.

1.4 CONSULTANT shall advise CLIENT as to the necessity of the CLIENT providing or obtaining data from others or services required for the Project which are not part of the CONSULTANT'S Scope of Services. The CONSULTANT shall not be responsible for any damages or consequences resulting from the CLIENT'S failure to provide or obtain the data or services identified. If CONSULTANT recommends any services that the CLIENT declines to authorize, the CLIENT hereby agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless CONSULTANT, its officers, directors, employees and subconsultants from any damages, liabilities or costs arising out of or in any way connected with CONSULTANT not providing these services.

1.5 If the project requires the CONSULTANT'S services during the construction phase of the project, the scope of services shall be as set forth on page one or as described on attachments hereto. CONSULTANT will determine, in general, if the work is proceeding in a fashion such that, once complete, the work will substantially conform to the design intent of the Contract Documents. CONSULTANT will not perform exhaustive or detailed review of the Contractor's work. If the CONSULTANT is retained as the commissioning authority, then the Consultant will perform the review of the Contractor's work expressly written in the commissioning authority's scope of services. CONSULTANT shall not be responsible for Contractor's construction means, methods, sequence, safety program, techniques or procedures necessary for performing the work.

CONSULTANT shall not be responsible for the acts or omissions of any Contractor or Subcontractor or any other persons at the site or otherwise performing any of the Contractor's work. However, nothing contained herein shall be construed to release CONSULTANT from its responsibilities to properly perform duties undertaken by the Consultant as set forth in this Agreement.

1.6 In providing services under this Agreement, CONSULTANT will endeavor to perform in a manner consistent with that degree of care and skill ordinarily used by members of CONSULTANT'S profession practicing under similar conditions at the same time and in the same locality on the same or similar projects ("Standard of Care"). If the CONSULTANT'S scope of services includes design, CONSULTANT will perform the design services in compliance with existing codes and regulations in place and applicable at the time the design is prepared. CLIENT understands that the CONSULTANT cannot anticipate changes in applicable statutes, codes, or regulations, or the project site or environmental conditions. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT'S services. The CONSULTANT will be notified in writing of any alleged errors or omissions. Upon receipt of this notice, CONSULTANT will review the alleged error or omission. If CONSULTANT agrees its services have not met this standard, CONSULTANT will assist in determining corrective action.

1.7 The CLIENT, without invalidating this Agreement, may request a change in the scope of services and CONSULTANT shall issue to CLIENT a proposal setting forth an adjustment to the scope of services, budget, and schedule for the additional services provided by CONSULTANT. Any modification to this Agreement must be in the form of a written Amendment and executed by both CONSULTANT and CLIENT. If the CLIENT elects to reduce CONSULTANT'S scope of services, the CLIENT shall release, hold harmless, defend and indemnify CONSULTANT from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

1.8. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of

risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the CLIENT of the changed conditions necessitating renegotiation, and the CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with Article 4.9.

1.9 If CONSULTANT'S scope of services includes review of submittals or other similar items, CONSULTANT shall review and accept or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The CONSULTANT'S review shall be conducted with reasonable promptness while allowing sufficient time in the CONSULTANT'S judgment to permit adequate review. Review of a specific item shall not indicate that the CONSULTANT has reviewed the entire assembly of which the item is a component. The CONSULTANT shall not be responsible for any deviations from the Construction Documents not brought to the attention of the CONSULTANT in writing by the Contractor. The CONSULTANT shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

1.10 The Americans with Disabilities Act, the Fair Housing Amendments Act, and related federal and state "accessibility" laws and regulations (collectively "Acts") are not detailed building codes. The requirements of the Acts are general in nature and open to differing interpretations. The CONSULTANT will provide services in a manner consistent with the intent of the Acts and shall comply with the Standard of Care in responding to the requirements of the Acts, but does not warrant or guarantee that the project will satisfy all possible interpretations or applications of the Acts.

SECTION 2 - CLIENT'S RESPONSIBILITIES

2.1 CLIENT shall provide all previous documents relating to the Project, all criteria and full information as to CLIENT'S requirements for the Project and shall designate a person with the authority to act on CLIENT'S behalf on all aspects of the Project. CLIENT shall give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any defect in the work or any error or omission in the services provided by CONSULTANT.

2.2 CLIENT shall also be responsible for the following and pay all costs incident thereto:

1. Provide such legal, accounting and other counseling services as may be required for the project.
2. Obtain and pay all costs incidental to obtaining permits from governmental authorities having jurisdiction over the Project.
3. Obtain and furnish approvals from governmental authorities having jurisdiction over the Project.
4. Pay all costs incident to obtaining bids or proposals from Contractor(s).
5. Pay all permit, review and filing fees required by governmental agencies.
6. In the event that the regulations pertinent to this contract are modified by any governing entity that result in changes to the scope of services, CONSULTANT reserves the right to renegotiate the fee of this agreement.

2.3 The CLIENT and CONSULTANT acknowledge that changes in design and/or construction of the Project may be required for a variety of reasons during the design, permitting and construction phases of the Project. As a result, unforeseen changes may cause the final costs of the Project to exceed the initial Project cost estimates for construction, commissioning, engineering, permitting, planning, and surveying. The CLIENT agrees to set aside sufficient funds as a contingency reserve to be used, as required, to cover any such increased Project Costs. The CLIENT also understands and acknowledges that although the CONSULTANT'S design documents shall be prepared within the Standard of Care, the Contractor may require additional information from the CONSULTANT to clarify, correct, supplement, and coordinate the design intent shown in the Construction Documents that result in increases in the Project Costs, Construction Costs, or Operational Costs, and that these costs may increase even if the CONSULTANT has complied with the Standard of Care.

2.4 CLIENT agrees to provide to CONSULTANT all available information necessary to perform CONSULTANT'S services under this Agreement. The CLIENT shall furnish, at CLIENT'S expense, all information, requirements, reports, data, surveys, and instructions required. CONSULTANT is entitled to rely on the accuracy and completeness of all such

information provided.

2.5 CLIENT shall furnish right-of-way entry onto the project site for CONSULTANT to perform necessary field measurements, studies or other activities as required to provide the CONSULTANT'S services.

SECTION 3 - PAYMENT TO CONSULTANT

The method for payment of services is specified on page one of this Agreement.

3.1 Method 1. The CONSULTANT will submit monthly statements requesting payment which shall be based on the amount of services provided and expenses incurred by CONSULTANT during the billing period. Payment is due CONSULTANT upon receipt of statement by CLIENT.

3.2 Method 2. The CONSULTANT will submit monthly statements requesting payment which shall be based on the percent complete. Payment is due CONSULTANT upon receipt of statement by CLIENT.

3.3 Method 3. Full payment of the Retainer is required prior to the start of work. If replenish of Retainer is required full payment of the agreed upon amount is required within 5 business days for continuation of the work.

3.4 Method 4.

3.5 Terms for All Methods:

Reimbursable expenses mean the actual expenses incurred by CONSULTANT or CONSULTANT'S associates or consultants in connection with the Project such as expenses for: transportation, subsistence (including items subject to deduction limitations), telephone calls, postage, and reproduction of documents, computer charges, equipment charges and similar project-related items.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT'S statement therefore, the amounts due CONSULTANT shall include an additional charge at the maximum legal rate allowed by law plus reasonable attorney fees, court costs and actual expenses incurred in connection with collection of any past due amount.

CONSULTANT may suspend performance of services upon ten (10) calendar days' notice to the CLIENT for failure of payments when due or any other breach of this Agreement. CONSULTANT shall not have any liability whatsoever to the CLIENT for any costs or damages as a result of such suspension. If CONSULTANT resumes services after payment by CLIENT, the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for CONSULTANT to resume performance. If an invoice remains unpaid for more than 90 days, CONSULTANT shall have the right, but not the obligation, to initiate collection procedures. If the CLIENT fails to make payment when due and CONSULTANT incurs any costs in order to collect sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to CONSULTANT. This obligation of CLIENT to pay CONSULTANT'S collection costs shall survive the term of this Agreement or any termination by either party.

If the CLIENT fails to make payment to CONSULTANT in accordance with this Agreement, this failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by CONSULTANT

SECTION 4 – OTHER TERMS AND CONDITIONS

4.1 All documents including reports, drawings, specifications and other deliverables, whether in printed or electronic media format, prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service of CONSULTANT and CONSULTANT shall be deemed the owner and author of such instruments of service. CONSULTANT shall retain all common law, statutory law and other rights, including, without limitation, all copyrights, in the instruments of service whether or not the Project is completed and regardless of whether the information is provided in paper or electronic format. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project.

The CLIENT shall not reuse or make any modification to the documents, drawings, data, or electronic files without the prior written consent of CONSULTANT. In the event the CLIENT, or the CLIENT's Contractors, subcontractors, or anyone else for whom the CLIENT is legally responsible, makes any changes to the information provided by CONSULTANT without CONSULTANT'S prior written consent, the CLIENT shall assume full responsibility for the results of such changes and agrees to waive any claim against CONSULTANT and release CONSULTANT from any liability arising directly or indirectly from such changes. In addition, the CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold CONSULTANT harmless from any claim, cause of action, damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than CONSULTANT or from any reuse of the drawings, data and electronic files without the prior written consent of CONSULTANT.

The CLIENT is aware that differences may exist between the electronic files delivered and any printed hard-copy documents. In the event of a conflict between any signed hard-copy documents by CONSULTANT and electronic files, the signed or sealed hard-copy documents shall govern. CONSULTANT makes no representation as to the compatibility of electronic files with any hardware, software, or system used by the CLIENT or any other party. The CLIENT assumes all risk and cost associated with the use of these files on the CLIENT'S system. Client assumes sole and exclusive responsibility for determining if any conflict exists. Nothing in the electronic files alters the requirements of the Contract Documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions, and coordinate the recipient's work with that of other contractors or subcontractors for the various projects

Delivery of the electronic files shall not be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

4.2 Because CONSULTANT has no control over the cost of or availability 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, CONSULTANT'S opinions of probable costs including Project costs, construction costs ("Construction Costs"), or fuel, energy, or power costs ("Energy Costs") are made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S judgment as an experienced and qualified professional CONSULTANT familiar with the construction industry. CONSULTANT cannot and does not warrant or guarantee that proposals, bids or actual costs including Project Costs, Construction Costs or Energy Costs will not vary from opinions of probable cost prepared by CONSULTANT.

4.3 In recognition of the relative risks and benefits of the Project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT to the CLIENT, and anyone claiming by or through the CLIENT, for any and all claims, losses, costs, damages of any nature whatsoever, and claims expenses from any cause or causes (including attorneys' fees and costs and expert witness fees and costs), including those resulting from negligence, breach of contract, breach of statutory duty or otherwise (collectively "Claims") so that their total aggregate liability for and in connection with the entire Project, regardless of how limited in scope the services under this Agreement may be, shall not exceed an amount equal to the CONSULTANT'S total compensation under this Agreement or the total amount of \$147,785, whichever is greater. The CLIENT further agrees that the officers, principals, directors and employees of the CONSULTANT and its agents will not be individually liable in respect of any Claims, holds such individuals harmless from all Claims and covenants not to bring any Claims against such individuals. Claims by, through or under the CLIENT shall specifically include any claims by purchasers of the Project (both first purchasers and subsequent purchasers), subsequent purchasers of the entire Project (during or after completion), lenders of the CLIENT and their assignees, any assignee of the CLIENT, and any invitee of the CLIENT. The parties agree that specific consideration has been given by the CONSULTANT for this limitation and that it is deemed adequate. The CLIENT acknowledges that it could obtain a higher liability limit from the CONSULTANT in return for increasing the CONSULTANT'S fee, but has elected not to do so.

4.4 Changed or Unforeseen Conditions. The CLIENT recognizes that in the course of completing the services under this Agreement, the CONSULTANT may encounter changed or unforeseen conditions which are beyond the control of the CONSULTANT and thus creating potential for claims and additional costs to the CONSULTANT which are not covered in fees charged and/or earned for services provided. Should any such changed or unforeseen condition occur during the performance of this contract, the CLIENT hereby waives any claim against the CONSULTANT and agrees to defend, indemnify and hold the CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from the

CONSULTANT'S encountering of changed or unforeseen conditions other than claims or liability arising from the sole negligence or willful misconduct of the CONSULTANT. The CLIENT agrees to compensate the CONSULTANT for any time spent and expenses incurred by the CONSULTANT in defense of any such claim involving changed or unforeseen conditions with such compensation based upon the CONSULTANT'S prevailing fee schedule and expense reimbursement policy.

4.5 In the event that a dispute should arise relating to the performance of the services to be provided under this Agreement, the CLIENT and CONSULTANT agree that they shall first attempt to resolve the dispute through direct discussion by principals or representatives with full authority to reach a compromise. If the dispute is not resolved through direct discussion, the parties will then submit the matter to mediation by a mutually agreed upon mediator. The mediation shall be held in the city where the project is located, unless the parties mutually agree to hold the mediation in another location. CLIENT and CONSULTANT further agree to include a similar mediation agreement with all Contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The Mediator's fee shall be shared equally by the parties. If the dispute is not resolved by mediation, the matter may then be considered by other methods of dispute resolution.

4.6 If CONSULTANT has reason to believe that the total cost of services to the CLIENT for work under this Agreement shall exceed the budgeted amount, CONSULTANT shall inform CLIENT in writing of such and submit a revised estimated project cost for approval. CLIENT shall not be obligated to reimburse CONSULTANT for costs incurred in excess of the estimated cost set forth in this Agreement and CONSULTANT shall not be obligated to continue performance under the Agreement or to incur costs in excess of the estimated cost set forth in this Agreement unless and until CLIENT has notified CONSULTANT in writing that the amount has been amended and shall have specified in such notice a revised estimated cost which shall thereupon constitute the estimated cost of services under this Agreement.

4.7 Any litigation or other dispute arising out of or relating to this Agreement shall be governed by the law of the state in which the project is located regardless of conflict of law principles or any other choice of law provision. Unless otherwise precluded by the law of the state in which the project is located, venue and jurisdiction for any dispute shall either be in the state in which the project is located or, at Morrison-Maierle, Inc.'s sole option and discretion, may be in the First Judicial District Court, Lewis and Clark County, Montana.

4.8 The CONSULTANT shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the CONSULTANT cannot ascertain.

4.9 Either party may terminate this Agreement for cause upon 10 calendar days' written notice for the following reasons:

1. Substantial failure by either party to perform in accordance with this Agreement;
2. Assignment of this Agreement without the written consent of the other party;
3. Suspension of the project or CONSULTANT'S services for more than 60 calendar days, consecutive or aggregate;
4. Material changes in the conditions under which this Agreement was executed, the Scope of Services, the nature of the project, or the failure of the parties to reach an agreement on compensation and/or schedule adjustments necessitated by such changes.

In the event of a termination not the fault of CONSULTANT, the CLIENT shall pay CONSULTANT, in addition to payment for services rendered and reimbursable expenses incurred, all expenses incurred by CONSULTANT in connection with the orderly termination of this Agreement, including, but not limited to, demobilization, reassignment of personnel, associated overhead costs, and all other expenses resulting from the termination.

4.10 CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT and CONSULTANT. There are no intended third-party beneficiaries of this Agreement.

4.11 In accordance with the terms of this contract, the CONSULTANT will provide labor and materials for the improvement of the CLIENT's property or property for which the CLIENT acts as agent. The terms of this contract also provide for specific

payment terms to the CONSULTANT for services rendered. Should the CLIENT not comply with these payment terms, the CLIENT's property or the agent-represented property may be subject to a lien against said property for all services and materials furnished for the project. The right to claim a lien is in compliance with the lien laws of the State under jurisdiction.

4.12 CONSULTANT and CLIENT agree that, without prior consent of the other party, neither will offer employment to or discuss employment with any of the other party's associates or employees until one year after this Agreement is terminated.

4.13 If CONSULTANT mistakenly leaves out of the Construction Documents any component or item required for the Project, CONSULTANT shall not be responsible for the cost or expense of constructing or adding the component or item to the extent such item or component would have been required and included in the original construction documents. In no event will the CONSULTANT be responsible for any cost or expense that provides betterment, upgrades or enhances the value of the Project.

4.14 CONSULTANT and CLIENT do not intend for this Agreement to benefit any third-party. No third-party may claim to be a third-party beneficiary of this Agreement.

4.15 During the term of this Agreement and following its expiration or termination for any reason, neither the CLIENT nor the CONSULTANT shall transfer, assign, convey or sublet any right, claims (including any causes of action or claims alleging breach, loss or damages arising out of this Agreement), duty or obligation under it, nor any other interest therein without the prior written consent of the other party. However, CONSULTANT may, where CONSULTANT deems necessary, hire subconsultants to provide services covered by this Agreement.

4.16 Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT at the construction/project site, shall relieve the general Contractor and all subcontractors of any of their responsibilities and duties to perform the work in accordance with the contract documents and to comply with any health or safety precautions required by any regulatory agencies. CONSULTANT does not have authority to control any Contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the Contractor and subcontractors are solely responsible for job site safety. Accordingly, the CLIENT shall require the Contractor and all subcontractors to indemnify, and hold harmless the CONSULTANT from any and all claims, losses, suits, damages, and liabilities, including attorneys' fees and costs, arising in any way from such contractors' or subcontractors' services or work product, except to the extent caused by the sole negligence of the CONSULTANT.

4.17 CONSULTANT shall assist the CLIENT in applying for permits and approvals where required by law. In cases where the scope of services requires CONSULTANT to submit, on behalf of the CLIENT, a permit application and/or approval by a third party to this contract, CONSULTANT does not make any warranties, guarantees, or representations as to the success of CONSULTANT'S effort on behalf of the CLIENT. Payment for services rendered by CONSULTANT is not contingent upon the successful acquisition of these permits.

4.18 Notwithstanding any other provision in this Agreement, neither the CLIENT nor CONSULTANT, their respective officers, directors, shareholders, partners, employees, agents, members, subconsultants, or employees shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or in any way connected to the project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action.

4.19 This Agreement is the entire agreement between CONSULTANT and CLIENT. It supersedes all prior communications, understandings, and agreements, whether oral or written. Any Amendment or modification to this Agreement must be written and executed by both CONSULTANT and CLIENT.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CLIENT:

City of Sidney _____

Signed: _____

By: Rick Norby _____

Title: Mayor _____

Contact Information and Address for giving notices:

115 2nd Street SE _____

Sidney, MT 59270 _____

Email: _____

Phone: _____

Address for Invoices (if different)

CONSULTANT:

Morrison-Maierle, Inc. _____

Signed: Shaun P. Shea _____

By: Shaun Shea, PE _____

Title: Vice President _____

Contact Information and Address for giving notices:

1055 Mount Avenue _____

Missoula, MT 59801 _____

Molly Davidson, PE _____

Email: mdavidson@m-m.net _____

Phone: 406-542-4825 _____

Project Number: 0717.033.00 _____

Project Name: Anderson Subdivision Drainage Improvements _____

Version 12/2/2021

SCOPE OF SERVICES

City of Sidney
Anderson Subdivision Drainage Improvements
February 16, 2023

Background

The Anderson Subdivision drainage area contributes flow that eventually discharges to an inverted siphon under the Lower Yellowstone Irrigation Canal. The flows within the drainage congregate to a low area flowing through drainage ways, ditches and culverts. Conveyance infrastructure appears to be undersized which resulted in erosion and flooding issues. A new headwall and catch basin were installed at the culvert crossing at 22nd Avenue NW to remedy the erosion at this inlet. Flooding occurs because of overtopping of the ditch between 23rd Avenue NW and 22nd Avenue NW.

General Scope

This scope includes project coordination, grant administration, survey, environmental compliance, design, and construction administration for the Anderson Subdivision Drainage Improvements Project as described in the 2021 City of Sidney Storm Water Master Plan. The project involves the design of a series of detention ponds with outlet structures, and approximately 300' of storm drain to convey water between 23rd Ave NW and 22nd Ave NW.

The following sections provide a detailed description of the effort and tasks identified for completion of the project through construction. The schedule indicates effort to begin in March of 2023 with construction in summer of 2024.

Project Management/Grant Administration

This task includes work related to the management of the project and grant including project coordination, project meetings, contract management, and progress reporting. This scope assumes there will be monthly meetings with stakeholders and the design team to coordinate project activities. Seven virtual meetings are integrated in this scope.

Also included in this task is work related to quality control, managing activities within task budgets, monitoring project progress, including work completed, work remaining, budget expended, schedule and estimated cost of work remaining, and estimated cost at completion. Project activities will be monitored to anticipate and minimize potential changes to keep the overall project within budget and on schedule.

We create solutions that build better communities

Environmental

The delineation of aquatic features will be based on the methods presented in the 1987 U.S. Army Corps of Engineers (USACE) Manual and subsequent modifications outlined in the 2010 USACE Supplement. The following investigative activities will be completed and documented in the Aquatic Features Delineation Report. This scope assumes that the open channel drainages in the project are non-jurisdictional and will not require permitting.

- Off-site data analysis including review of aerial photography, topographic maps, National Wetland Inventory Maps, and county Soil Surveys.
- An on-site investigation of the wetlands and waterways. Wetland and waterway boundary points will be collected by a professional land surveyor and post-processed in the office.
- Preparation of a wetland/waterway delineation map.
- Preparation of a wetland/waterway delineation report of the subject property.

Assumptions:

- Assumes field conditions are appropriate for wetland delineation (active growing season).
- Changes in agency requirements during the project may require an adjustment of scope and fee.
- No project impacts will be analyzed as a part of this scope and fee.
- Regulatory permitting is not a part of this scope and fee.

Survey

Survey efforts for the project include establishing control and a topographic survey of the project location. Survey will be completed via unmanned aerial vehicle (UAV) flight and field pickups for specific sites as required. Hydraulic structures and existing utilities will also be collected by the survey crew. Post processing efforts are included to create deliverable surfaces and aerial imagery of the project areas. The survey crew will also complete construction staking and a post-construction survey to verify the final grading of the detention ponds is done in conformance with the project drawings. The survey crew will be mobilized from our Billings office. One trip is assumed for the design survey, two trips are assumed for construction staking, and one trip is assumed for the post-construction survey.

Easements are anticipated for up to five properties adjacent to the project. Our survey crew will prepare easement documentation and the design engineer will facilitate coordination with landowners in collaboration with the City.

Design

Design of the project will include detailed hydraulic analysis for the detention ponds sizing, outlet structure design, and approximately 300 linear feet of storm drain. The design engineer will travel to Sidney for up to two meetings during the design phase. A basis of design memo will be prepared summarizing the analysis findings. Design includes preparation of construction drawings and specifications. Construction drawings are anticipated to include a total of 11 sheets:

- Cover
- General Notes
- Existing Site Plan
- Erosion Control Plan
- Plan & Profile
- Detention Site Grading Plan and Sections (3)
- Details Sheet (3)

Drawings will be submitted for Owner review at 30%, 90%, and 100% completion. Project specific details will be included on the drawings. The design team will facilitate permanent and temporary easements with property owners in collaboration with the City.

Construction Administration

Construction Administration services will include pre-construction conference attendance, shop drawing/submittal review, limited construction observation, a substantial completion walk through, and project closeout. The engineer will attend up to two meetings during construction administration for a pre-construction meeting and substantial completion walkthrough. It is assumed that the City and County will self-perform the work so no contract document review or pay application review is included in this scope.

A Resident Project Representative (RPR) from Morrison-Maierle will be onsite to record progress and observe construction. There will be up to 4 weeks of part-time observation during storm pipe installation and detention pond excavation and finishing of up to 32-hours per week.

Project closeout will include a final construction report, record drawings, and a substantial completion walk through. Morrison-Maierle will facilitate all communication with the Owner for project closeout. It is assumed that the Owner will be responsible for recording accurate as-built information during construction and providing that information for use in record drawing preparation.

Project Schedule

The following schedule is tentatively proposed for the Anderson Subdivision Drainage Improvements project.

Milestone	Date
Notice to Proceed	March 21, 2023
30% Construction Drawings	June 2023
90% Construction Drawings & Specs	August 2023
100% Construction Drawings & Specs	October 2023
Construction	Spring/Summer 2024

**MORRISON - MAIERLE, INC.
SUMMARY OF PROPOSED COSTS**

**City of Sidney
Anderson Subdivision Drainage Improvements**

PHASE	LABOR COST	DIRECT EXPENSE	TOTAL PHASE COST
Project Management/Grant Administration	\$11,082	\$10	\$11,092
Environmental	\$6,932	\$894	\$7,826
Design Survey	\$10,372	\$2,780	\$13,152
Construction Survey	\$8,868	\$1,989	\$10,857
Pre-Design	\$30,346	\$1,321	\$31,667
Final Design	\$33,720	\$356	\$34,076
Construction Administration	\$32,510	\$6,605	\$39,115
TOTAL PROJECT	\$133,830	\$13,955	\$147,785

**MORRISON - MAIERLE, INC.
SUMMARY OF PROPOSED COSTS**

02/17/23

**City of Sidney
Anderson Subdivision Drainage Improvements**

PHASE 000 - PROJECT MANAGEMENT/GRANT ADMINISTRATION

MAJOR WORK ITEM	PROJECT PRINCIPAL	PROJECT MANAGER	DESIGN ENGINEER	ENGINEER INTERN	CAD TECHNICIAN	ADMIN STAFF	TOTAL HOURS	TOTAL LABOR
Project Management		16	8	4			28	\$5,280
Grant Administration		2		4			6	\$984
Project Meetings (7x Virtual)		7	7	14		3	31	\$4,818
TOTAL	0	25	15	22	0	3	65	\$11,082

HOURLY RATES	HOURS	RATE	TOTAL LABOR
Project Principal	0	\$259.00	\$0
Project Manager	25	\$216.00	\$5,400
Design Engineer	15	\$159.00	\$2,385
Engineer Intern II	22	\$138.00	\$3,036
CAD Technician	0	\$95.00	\$0
Admin Staff	3	\$87.00	\$261
TOTAL LABOR	65		\$11,082

DIRECT EXPENSE DESCRIPTION	UNITS	NUMBER UNITS	UNIT COST	TOTAL COST	ASSUMPTIONS
Automobile Transportation Mileage	miles	0	\$0.75	\$0.00	
Lodging	night	0	\$115.00	\$0.00	
General Printing	copies	50	\$0.20	\$10.00	
Flights	each	0	\$80.00	\$0.00	
Per Diem	days	0	\$54.00	\$0.00	
Postage/Freight	each	0	\$50.00	\$0.00	
TOTAL DIRECT EXPENSES				\$10	

COST SUMMARY	COST CEILING
Direct Labor	\$11,082
Direct Expenses	\$10
TASK SUBTOTAL	\$11,092

**MORRISON - MAIERLE, INC.
SUMMARY OF PROPOSED COSTS**

02/17/23

**City of Sidney
Anderson Subdivision Drainage Improvements**

PHASE 020 - ENVIRONMENTAL

MAJOR WORK ITEM	PROJECT PRINCIPAL	PROJECT MANAGER	DESIGN ENGINEER	ENGINEER INTERN II	ENV SCIENTIST III	ENV SCIENTIST II	TOTAL HOURS	TOTAL LABOR
Aquatic Features Delineation					16		16	\$2,896
Prepare Wetland/Waterway Delineation Map						8	8	\$1,104
Prepare Wetland/Waterway Delineation Report						16	16	\$2,208
QA					4		4	\$724
TOTAL	0	0	0	0	20	24	44	\$6,932

HOURLY RATES	HOURS	RATE	TOTAL LABOR
Project Principal	0	\$259.00	\$0
Project Manager	0	\$216.00	\$0
Design Engineer	0	\$159.00	\$0
Engineer Intern II	0	\$138.00	\$0
Environmental Scientist III	20	\$181.00	\$3,620
Environmental Scientist II	24	\$138.00	\$3,312
TOTAL LABOR	44		\$6,932

DIRECT EXPENSE DESCRIPTION	UNITS	NUMBER UNITS	UNIT COST	TOTAL COST	ASSUMPTIONS
Automobile Transportation Mileage	miles	840	\$0.75	\$633.36	
Air Travel	each	0	\$80.00	\$0.00	
Per Diem	days	2	\$54.00	\$108.00	
Lodging	night	1	\$115.00	\$115.00	
Maps, Photos, Etc.	each	5	\$5.50	\$27.50	
General Printing	copies	50	\$0.20	\$10.00	
Plan Printing	sheets	0	\$0.40	\$0.00	
Postage/Freight	each	0	\$50.00	\$0.00	
GPS use/post processing	days	0	\$240.00	\$0.00	
TOTAL DIRECT EXPENSES				\$894	

COST SUMMARY	COST CEILING
Direct Labor	\$6,932
Direct Expenses	\$894
TASK SUBTOTAL	\$7,826

**MORRISON - MAIERLE, INC.
SUMMARY OF PROPOSED COSTS**

02/17/23

**City of Sidney
Anderson Subdivision Drainage Improvements**

PHASE 030 - DESIGN SURVEY

MAJOR WORK ITEM	PROJECT PRINCIPAL	PROJECT MANAGER	LAND SURVEYOR IV	LAND SURVEYOR II	SURVEY TECH III	ADMIN STAFF	TOTAL HOURS	TOTAL LABOR
Travel and Establish Control			2	12	12		26	\$3,126
Drone Flight				4	4		8	\$940
Topographic Survey				12	12		24	\$2,820
Easement Preparation			2	20	4		26	\$3,486
Construction Staking							0	\$0
Record Survey Processing							0	\$0
TOTAL	0	0	4	48	32	0	84	\$10,372

HOURLY RATES	HOURS	RATE	TOTAL LABOR
Project Principal	0	\$259.00	\$0
Project Manager	0	\$216.00	\$0
Land Surveyor IV	4	\$153.00	\$612
Land Surveyor II	48	\$140.00	\$6,720
Survey Tech III	32	\$95.00	\$3,040
Admin Staff	0	\$87.00	\$0
TOTAL LABOR	84		\$10,372

DIRECT EXPENSE DESCRIPTION	UNITS	NUMBER UNITS	UNIT COST	TOTAL COST	ASSUMPTIONS
Automobile Transportation Mileage	miles	1,100	\$0.86	\$948.20	
Subsistence Per Diem	days	8	\$54.00	\$432.00	
Lodging	night	8	\$115.00	\$920.00	
Plan Printing	sheets	0	\$0.40	\$0.00	
GPS/Robotic Total Station	each	2	\$240.00	\$480.00	
Postage/Freight	each	0	\$50.00	\$0.00	
TOTAL DIRECT EXPENSES				\$2,780	

COST SUMMARY	COST CEILING
Direct Labor	\$10,372
Direct Expenses	\$2,780
TASK SUBTOTAL	\$13,152

**MORRISON - MAIERLE, INC.
SUMMARY OF PROPOSED COSTS**

02/17/23

**City of Sidney
Anderson Subdivision Drainage Improvements**

PHASE 035 - CONSTRUCTION SURVEY

MAJOR WORK ITEM	PROJECT PRINCIPAL	PROJECT MANAGER	LAND SURVEYOR IV	LAND SURVEYOR II	SURVEY TECH III	ADMIN STAFF	TOTAL HOURS	TOTAL LABOR
Travel and Establish Control							0	\$0
Drone Flight							0	\$0
Topographic Survey							0	\$0
Easement Preparation							0	\$0
Construction Staking			2	28			30	\$4,526
Record Survey			2	8	16		26	\$3,142
Processing				8			8	\$1,200
TOTAL	0	0	4	44	16	0	64	\$8,868

HOURLY RATES	HOURS	RATE	TOTAL LABOR
Project Principal	0	\$276.00	\$0
Project Manager	0	\$230.00	\$0
Land Surveyor IV	4	\$163.00	\$652
Land Surveyor II	44	\$150.00	\$6,600
Survey Tech III	16	\$101.00	\$1,616
Admin Staff	0	\$93.00	\$0
TOTAL LABOR	64		\$8,868

DIRECT EXPENSE DESCRIPTION	UNITS	NUMBER UNITS	UNIT COST	TOTAL COST	ASSUMPTIONS
Automobile Transportation Mileage	miles	1,100	\$0.86	\$948.20	
Subsistence Per Diem	days	4	\$54.00	\$216.00	
Lodging	night	3	\$115.00	\$345.00	
Plan Printing	sheets	0	\$0.40	\$0.00	
GPS/Robotic Total Station	each	2	\$240.00	\$480.00	
Postage/Freight	each	0	\$50.00	\$0.00	
TOTAL DIRECT EXPENSES				\$1,989	

COST SUMMARY	COST CEILING
Direct Labor	\$8,868
Direct Expenses	\$1,989
TASK SUBTOTAL	\$10,857

**MORRISON - MAIERLE, INC.
SUMMARY OF PROPOSED COSTS**

02/17/23

**City of Sidney
Anderson Subdivision Drainage Improvements**

PHASE 040 - PRELIMINARY DESIGN

MAJOR WORK ITEM	PROJECT PRINCIPAL	PROJECT MANAGER	DESIGN ENGINEER	ENGINEER INTERN II	CAD TECHNICIAN	ADMIN STAFF	TOTAL HOURS	TOTAL LABOR
PRE-DESIGN								
On-Site Meeting (1)			12	16			28	\$4,116
Hydraulic Analysis		2	16	12			30	\$4,632
Detention Pond Grading			20				20	\$3,180
Design Memo		2	16	4			22	\$3,528
30% Construction Drawings		4	16	12	80		112	\$12,664
QA	4	1	2	2	4		13	\$2,226
TOTAL	4	9	82	46	84	0	225	\$30,346

HOURLY RATES	HOURS	RATE	TOTAL LABOR
Project Principal	4	\$259.00	\$1,036
Project Manager	9	\$216.00	\$1,944
Design Engineer	82	\$159.00	\$13,038
Engineer Intern II	46	\$138.00	\$6,348
CAD Technician	84	\$95.00	\$7,980
Admin Staff	0	\$87.00	\$0
TOTAL LABOR	225		\$30,346

DIRECT EXPENSE DESCRIPTION	UNITS	NUMBER UNITS	UNIT COST	TOTAL COST	ASSUMPTIONS
Automobile Transportation Mileage	miles	1,100	\$0.75	\$829.40	1 trip from Missoula
Air Travel from Billings	each	1	\$80.00	\$80.00	1 trip from Billings
Per Diem	days	3	\$54.00	\$162.00	
Lodging	night	2	\$115.00	\$230.00	
Maps, Photos, Etc.	each	0	\$5.50	\$0.00	
General Printing	copies	50	\$0.20	\$10.00	
Plan Printing	sheets	24	\$0.40	\$9.60	
Postage/Freight	each	0	\$50.00	\$0.00	
TOTAL DIRECT EXPENSES				\$1,321	

COST SUMMARY	COST CEILING
Direct Labor	\$30,346
Direct Expenses	\$1,321
TASK SUBTOTAL	\$31,667

**MORRISON - MAIERLE, INC.
SUMMARY OF PROPOSED COSTS**

02/17/23

**City of Sidney
Anderson Subdivision Drainage Improvements**

PHASE 041 - FINAL DESIGN

MAJOR WORK ITEM	PROJECT PRINCIPAL	PROJECT MANAGER	DESIGN ENGINEER	ENGINEER INTERN II	CAD TECHNICIAN	ADMIN STAFF	TOTAL HOURS	TOTAL LABOR
FINAL DESIGN								
On-Site Meeting (1)			12					\$1,968
Hydraulic Analysis			2	2			4	\$614
Detention Pond Grading			2				2	\$328
90% Construction Drawings		8	24	16	56		104	\$13,496
100% Construction Drawings		4	12	8	44	2	70	\$8,496
Easements and Coordination		1	16	12			29	\$4,563
QA	6	1	6	6	6		25	\$4,255
TOTAL	6	14	74	44	106	2	234	\$33,720

HOURLY RATES	HOURS	RATE	TOTAL LABOR
Project Principal	6	\$267.00	\$1,602
Project Manager	14	\$223.00	\$3,122
Design Engineer	74	\$164.00	\$12,136
Engineer Intern II	44	\$143.00	\$6,292
CAD Technician	106	\$98.00	\$10,388
Admin Staff	2	\$90.00	\$180
TOTAL LABOR	246		\$33,720

DIRECT EXPENSE DESCRIPTION	UNITS	NUMBER UNITS	UNIT COST	TOTAL COST	ASSUMPTIONS
Automobile Transportation Mileage	miles	10	\$0.75	\$7.54	
Air Travel	each	1	\$80.00	\$80.00	1 trip from Billings
Per Diem	days	1	\$54.00	\$54.00	
Lodging	night	1	\$115.00	\$115.00	
Maps, Photos, Etc.	each	0	\$5.50	\$0.00	
General Printing	copies	150	\$0.20	\$30.00	
Plan Printing	sheets	48	\$0.40	\$19.20	
Postage/Freight	each	1	\$50.00	\$50.00	
TOTAL DIRECT EXPENSES				\$356	

COST SUMMARY	COST CEILING
Direct Labor	\$33,720
Direct Expenses	\$356
TASK SUBTOTAL	\$34,076

**MORRISON - MAIERLE, INC.
SUMMARY OF PROPOSED COSTS**

02/17/23

**City of Sidney
Anderson Subdivision Drainage Improvements**

PHASE 050 - CONSTRUCTION ADMINISTRATION

MAJOR WORK ITEM	PROJECT PRINCIPAL	PROJECT MANAGER	DESIGN ENGINEER	ENGINEER INTERN II	CAD TECHNICIAN	RPR	TOTAL HOURS	TOTAL LABOR
Pre-Construction Meeting			12				12	\$2,028
Shop Drawing Review		2	4	6		6	18	\$2,942
On-site RPR						128	128	\$19,584
Substantial Completion			14			2	16	\$2,672
Construction Report	1		4			8	13	\$2,130
Project Closeout			12				12	\$2,028
Record Drawings		1	2		6		9	\$1,126
TOTAL	0	4	48	6	6	144	208	\$32,510

HOURLY RATES	HOURS	RATE	TOTAL LABOR
Project Principal	0	\$276.00	\$0
Project Manager	4	\$230.00	\$920
Design Engineer	48	\$169.00	\$8,112
Engineer Intern II	6	\$148.00	\$888
CAD Technician	6	\$93.00	\$558
RPR	144	\$153.00	\$22,032
TOTAL LABOR	208		\$32,510

DIRECT EXPENSE DESCRIPTION	UNITS	NUMBER UNITS	UNIT COST	TOTAL COST	ASSUMPTIONS
Automobile Transportation Mileage	miles	2,800	\$0.86	\$2,413.60	From Billings each week
Maps, Photos, Etc.	each	0	\$5.00	\$0.00	
General Printing	copies	150	\$0.10	\$15.00	
Plan Printing	sheets	48	\$0.60	\$28.80	
Flights	each	2	\$80.00	\$160.00	2 trips from Billings
Lodging	each	22	\$115.00	\$2,530.00	
Per Diem	each	27	\$54.00	\$1,458.00	
TOTAL DIRECT EXPENSES				\$6,605	

COST SUMMARY	COST CEILING
Direct Labor	\$32,510
Direct Expenses	\$6,605
TASK SUBTOTAL	\$39,115