



**AGENDA  
CITY OF LAUREL  
CITY COUNCIL WORKSHOP  
TUESDAY, MAY 19, 2026  
6:30 PM  
COUNCIL CHAMBERS**

**Public Input:** *Citizens may address the Council regarding any item of City business that is not on tonight's agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda. Because of the Rules that govern public meetings, Council is not permitted to speak in response to any issue raised that is a non-Agenda item. The Mayor may provide factual information in response, with the intention that the matter may be addressed at a later meeting. In addition, City Council may request that a particular non-Agenda item be placed on an upcoming Agenda, for consideration. Citizens should not construe Council's "silence" on an issue as an opinion, one way or the other, regarding that non-Agenda matter. Council simply cannot debate an item that is not on the Agenda, and therefore, they must simply listen to the feedback given during public input. If a citizen would like to speak or comment regarding an item that is on tonight's agenda, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor.*

*Be advised, if a discussion item has an upcoming public hearing, we would request members of the public to reserve your comments until the public hearing. At the public hearing, the City Council will establish an official record that will include all of your comments, testimony, and written evidence.*

### **General Items**

- 1.** Appointment of Deryk Russell to the Laurel Urban Renewal Agency for the remainder of a four-year term ending December 31, 2029.
- 2.** Appointment of Ryan Addis for City Civil Attorney for a 2-Year Term.
- 3.** Appointment of Greyson Hill for City Civil Attorney for a 2-Year Term.

### **Executive Review**

- 4. Finance:** Resolution - A Resolution Of The City Council To Adopt An Official Schedule Of Fees And Charges For The City Of Laurel And Repealing All Previous Resolutions That Set Fees Or Charges That Conflict With The Schedule Attached Hereto ;Upon Its Effective Date.
- 5. Planning:** Resolution- A Resolution Of The City Council Of The City Of Laurel, Montana, Approving Agreement Between Peaks Planning And Consulting, LLC And The City Of Laurel Related To On-Call Planning Services.
- 6. Public Works:** Resolution- A Resolution Authorizing The Mayor To Sign An Agreement With Morrison-Maierle To Provide Engineering Services For The City Of Laurel.
- 7. Mayor:** Resolution- A Resolution Of The City Council Authorizing The Mayor to Sign An Agreement With Taylor Nicastro Browne, LLC For The Provision Of Civil City Attorney Legal Services For The City Of Laurel.

### **Council Issues**

### **Other Items**

### **Attendance at Upcoming Council Meeting**

### **Announcements**

*The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 5100, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.*



**File Attachments for Item:**

1. Appointment of Deryk Russell to the Laurel Urban Renewal Agency for the remainder of a four-year term ending December 31, 2029.

Laurel City Council,

I would like to formally express my interest in joining the LURA Board as a representative from Laurel Public Schools. I am excited to get to work for our community in this capacity. I appreciate your consideration and the opportunity to serve the Laurel community.

Thank you,

Deryk Russell

# LAUREL PUBLIC SCHOOLS

School District No. 7 and 7-70  
606 South 5th Street  
Laurel, MT 59044  
District Office (406) 628-3360  
Fax (406) 628-3375  
Website: [www.laurel.k12.mt.us](http://www.laurel.k12.mt.us)



5/12/26

Re: Laurel Public Schools LURA Board Recommendation

LURA Board,

Laurel School's current LURA Board representative, Peggy Pollock, will no longer be able to serve on the LURA Board as of this letter. Laurel Public Schools would like to recommend Mr. Deryk Russell, HS Assistant Principal, to the LURA board starting immediately.

Please feel free to contact Matt Torix, Superintendent of LPS, should you have any questions.

Matt Torix  
Superintendent  
Laurel Public Schools

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**Fw: LURA Packet**

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**From** Camilla Story <director@laurelmontana.org>  
**Date** Thu 4/30/2026 12:44 PM  
**To** Brittney Harakal <bharakal@laurel.mt.gov>

Cami Story  
Executive Director  
628-8105



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**From:** Peggy Pollock <peggy\_pollock@laurel.k12.mt.us>  
**Sent:** Monday, April 13, 2026 12:36 PM  
**To:** Camilla Story <director@laurelmontana.org>  
**Subject:** Re: LURA Packet

Cami,

I apologize for missing today's meeting. I was unexpectedly delayed in another meeting and lost track of time.

I also wanted to inform you that my position at Laurel Public Schools has been eliminated due to financial considerations. As a result, I will no longer be serving on the LURA Board. I will connect with Mr. Torix regarding the identification of a replacement representative.

I wish LURA continued success in its important work. The mission and intentions of the Board are clearly aligned in a positive and meaningful direction.

Best regards,

On Thu, Apr 9, 2026 at 9:29 AM Camilla Story <[director@laurelmontana.org](mailto:director@laurelmontana.org)> wrote:  
Good morning,

Attached is the packet for our meeting on April 13<sup>th</sup> at 11 am.

Hope to see you all there!

Cami Story

**File Attachments for Item:**

**4. Finance:** Resolution - A Resolution Of The City Council To Adopt An Official Schedule Of Fees And Charges For The City Of Laurel And Repealing All Previous Resolutions That Set Fees Or Charges That Conflict With The Schedule Attached Hereto ;Upon Its Effective Date.

**RESOLUTION NO. R26-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL TO ADOPT AN OFFICIAL SCHEDULE OF FEES AND CHARGES FOR THE CITY OF LAUREL AND REPEALING ALL PREVIOUS RESOLUTIONS THAT SET FEES OR CHARGES THAT CONFLICT WITH THE SCHEDULE ATTACHED HERETO UPON ITS EFFECTIVE DATE.**

WHEREAS, the Laurel Municipal Code requires the City Council to review, modify, and/or update its fees and charges on an annual basis through further Resolution of the City Council;

WHEREAS, City Staff prepared the attached Schedule of Fees and Charges, incorporated herein, for the City Council’s consideration and adoption after public hearing until further Resolution of the City Council;

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, the City Council adopted Resolution No. R\_\_\_\_\_, a Resolution of Intent to adopt the updated Schedule of Fees and Charges and set a public hearing for the \_\_\_\_\_ day of \_\_\_\_\_, 2026; and

WHEREAS, a public hearing was held on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, in order to provide opportunity for public input prior to adoption of the updated Schedule of Fees and Charges.

NOW THEREFORE BE IT RESOLVED by the City Council that the attached Schedule of Fees and Charges is reasonable and in the best interests of the City of Laurel; and

NOW THEREFORE BE IT FURTHER RESOLVED that the City Council hereby approves the Schedule of Fees and Charges attached hereto and incorporated by reference herein.

Introduced at a regular meeting of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2026 by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

APPROVED by the Mayor on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF LAUREL

\_\_\_\_\_  
Dave Waggoner, Mayor

ATTEST:

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Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

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Michele L. Braukmann, Civil City Attorney

**CITY OF LAUREL  
SCHEDULE OF FEES AND CHARGES  
AS OF TUESDAY        ~~MARCH 11, 2025~~ / RESOLUTION NO. R26-~~5-18~~**

**Administrative, City Attorney, and Court Fees and Charges (except Library)**

<u>Item</u>	<u>Fee</u>
Returned Check	\$50.00
Document Photocopying	
First three pages	No Charge
Copies in excess of three pages per page	\$0.25
Discovery Fee	
Fee for production of discovery documents – Flat fee for USB Drive	\$10.00
Additional Discovery Fee for Mailed Documents	\$10.00
Public Records Request/FOIA Request	
Research City Records (Per Hour)	<del>Per MCA \$50.00</del>
Research by Contracted Staff (Per Hour)	<del>\$150.00- \$250.00Cost</del>
Research by City Attorney (Per Hour)	<del>\$250.00Cost</del>
Dog License Fees and Renewals before April 1 (Must be renewed each year)	
Spayed Female/Neutered Male	\$20.00
Un-spayed Female/Un-neutered Male	\$30.00
Dog License Renewals after April 1	
Spayed Female/Neutered Male	\$30.00
Un-spayed Female/Un-neutered Male	\$40.00
Dog Kennel before April 1 (Must be renewed each year)	
Non-Commercial	\$50.00
Commercial	\$75.00
Chicken License Fee – Flat Fee	\$25.00
Business License	
General	\$100.00
Beer and/or Wine	\$400.00
Three Apartments	\$50.00
Four Apartments	\$60.00
Five or more Apartments	\$95.00
Pawn Shop	\$200.00
Utilities	\$400.00
Amusement Machines	\$100.00
Live Music	\$100.00
Junk	\$100.00
Liquor	\$500.00
Franchises	\$400.00

Sexually Oriented Business	\$750.00
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**Police Department Fees and Charges**

<b><u>Item</u></b>	<b><u>Fee</u></b>
Victims Report	\$10.00
Case Report	\$40.00
Case Report with Pictures	\$55.00
Vehicle Accident Report – Form Only	\$20.00
Vehicle Accident Report with Pictures	\$35.00
Audio Recording	\$75.00
Vehicle Impound – Per Day 1 <sup>st</sup> Week	\$45.00
Vehicle Impound – Per Day after 1 <sup>st</sup> Week	\$70.00
Dog Impound Fee – 1 <sup>st</sup> in Calendar Year	\$35.00
Dog Impound Fee – Subsequent in Calendar Year	\$50.00
Dog Boarding Fee – 24 Hours After Notification – Per Day	\$100.00
Fingerprint Card	<del>\$4035.00</del>
Subsequent Fingerprint Cards – Per Card	<del>\$105.00</del>
False Alarm – 3 <sup>rd</sup> and Consecutive in Calendar Year	\$100.00

**Library Fees and Charges**

<b><u>Item</u></b>	<b><u>Fee</u></b>
Photocopy Fees – per page	
Black & White	\$0.10
Color	\$0.20
Printer Fees – per page	
Black and White	\$0.10
Color	\$0.20
Lost or Damaged Book + <u>Processing Fee</u>	Cost + <del>\$5.00</del>
Library Cards for Non-Residents	No Charge
Interlibrary Loan Postage (per item not available via Courier – after 3)	\$5.00
Community Room	
Use during library hours – for profit fee charged - per hour	<del>\$53.00</del>
Use after hours (per hour or any portion of an hour – for profit)	\$30.00
Refundable Cleaning Deposit	\$30.00
Library Card Replacement Fee (per card)	\$2.00
Fax Fees (per page)	
Send	No Charge
Receive	\$0.10
<u>Long Delinquent Reinstatement Fee (pertaining to lost or assumed-lost items)</u>	<del>\$5.00 Per Vilation</del>

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**Fire Department Fees and Charges**

<b><u>Item</u></b>	<b><u>Fee</u></b>
Incident Report (NFIRS Copy)	\$ <del>550</del> .00
Photograph Copies – Digital (USB)	\$ <del>4035</del> .00
Fire Suppression Fees Charged to Non-Resident or for Code or Ordinance Violations	
Base Rate for First Hour of Response for Working Fires, Rescue Operations, Hazmat or Large-Scale Incidents	\$2,1 <del>900</del> .00
Base Rate for First Hour of Service Assist Calls or Minor Calls	\$1,5 <del>0075</del> .00
For Each Fireman – Per Hour	\$ <del>530</del> .00
Base Rate for Assist and Investigate – Per Hour	\$ <del>26550</del> .00
Rates for Additional Hours after the First Hour of Any Response (Time Calculated from Time of Response to Return to Service)	
Engine #1	\$ <del>52500</del> .00
Engine #2	\$ <del>52500</del> .00
Engine #4	\$ <del>52500</del> .00
<del>Engine #25</del> Squad 5	\$ <del>52500</del> .00
Squad 5	\$ <del>525</del> .00
Tender #1	\$ <del>24025</del> .00
Tender #2	\$ <del>24025</del> .00
Support #1	\$ <del>24025</del> .00
Command 1	\$ <del>26550</del> .00
Command 2	\$ <del>26550</del> .00
Brush #3	\$ <del>26550</del> .00
Brush #4	\$ <del>26550</del> .00
Brush #5	\$ <del>26550</del> .00
Business Inspections within jurisdiction – Marketing Fireworks, Firecrackers, and other Pyrotechnics	\$ <del>26550</del> .00
False Fire Alarms – Per Calendar Year	
First	No Charge
Second	\$ <del>4200</del> .00
Third	\$ <del>8400</del> .00
Fourth+	\$1,0 <del>500</del> .00
Fire Extinguisher Training	
10 Students	\$ <del>26550</del> .00
Additional Per Student	\$ <del>265</del> .00

**Emergency Medical Service Fees and Charges**

<b>Code</b>	<b>Definition</b>	<b>Charge</b>
A0425	Ambulance Mileage (per <b>loaded</b> mile)	\$20.00
A0428	Transport, BLS non-emergent	\$850.00
	Out of District Fee	\$150.00
A0429	Transport, BLS emergent	\$1,200.00
	Out of District Fee	\$150.00
A0426	Transport, ALS non-emergent	\$1,000.00
	Out of District Fee	\$150.00
A0427	Transport, ALS emergent	\$1,400.00
	Out of District Fee	\$150.00
A0433	Transport, ALS 2 emergent	\$1,600.00
	Out of District Fee	\$150.00
A0434	Specialty Care Transport	\$2,000.00
A0424	Extra Ambulance Attendant	\$100.00
A0382	BLS routine supplies	\$100.00
A0398	ALS routine supplies	\$200.00
A0384	Defibrillation supplies	\$160.00
A0394	IV Supplies	\$75.00
A0396	Intubation	\$175.00
A0422	Oxygen	\$75.00
A0420	Waiting time (with patient)	\$75.00
	Stand by Rate QRU (1 person) (per hour)	<del>\$875.00</del>
	Stand by Rate Ambulance (2 person) (per hour)	<del>\$1500.00</del>
TNT1	Simple response (lift assist, etc.)	\$25.00
TNT2	Response, treatment using BLS Supplies / no transport	\$50.00
TNT3	Response, treatment using ALS or ALS2 Supplies / no transport	\$100.00
	Glucagon	\$300.00
	Patient Care Report Copy (HIPAA Compliant)	\$25.00

**Public Works: Water Rates and Charges**

<b>Item</b>	<b>Fee</b>
See Current Resolution (Resolution No. R24-100)	
System Development Fees (Based on Line Size) - Water	
3/4 Inch	\$2,500.00
1 Inch	\$4,475.00
1 1/4 Inch	\$6,950.00
1 1/2 Inch	\$10,000.00
2 Inch	\$17,850.00
3 Inch	\$40,000.00
4 Inch	\$71,425.00
Connections to the water system with meters larger than 4 inches or when the unique usage characteristics of a large water user may require, the City will determine the system development fee at that time if the City can provide the services as requested.	
Curb Box Repair Insurance Fee – Per Month Per Water Account	\$1.00
Utility Hook-Up Fees	
Water Tapping – Two Inches or Less	\$250.00
Water Tapping – Greater Than Two Inches	Fee x 1.25
Labor/Operator Rate Per Hour	\$60.00
Heavy Equipment Rate Per Hour	\$100.00
Other Fees for Repairs, etc.	
Frozen or Damaged Meter	
Replacement Meter or Meter Parts	Cost + 25%
Plus the Labor/Operator Rate Per Hour	\$60.00
OR Overtime Hourly Rate if Called Out After Hours	\$90.00
Hydrant Meter Rental – Per Month (Prorated Plus the Total Usage)	\$476.00
Utility Billing Fees and Deposits	
New Accounts or Re-Establishing an Account	\$35.00
Restoring Service to a Delinquent Account	\$75.00
Deposit for New Meter Accounts, No Service in Previous Year	\$170.00
Charge for Check Returned by Bank as Unpaid	\$50.00

**Public Works: Wastewater Rates and Charges**

<b>Item</b>	<b>Fee</b>
See Current Resolution (Resolution No. R24-100)	
Septic Dump Fee -	\$60.00 Minimum up to 1,000 Gallons plus \$0.06 per gallon thereafter
Septic Clean-up Fee for Spillage (Resolution No. R15-96)	\$40.00
System Development Fees (Based on Line Size) – Sewer	
Residential – Each Housing Unit (Duplex=2 units; Triplex=3 units; Four-plex=4 units; etc.	\$2,700.00
Commercial – Based on Water Meter Size; Includes Subdivision for Rent or Lease	
¾ Inch	\$2,700.00
1 Inch	\$4,833.00
1 ¼ Inch	\$7,506.00
1 ½ Inch	\$10,800.00
2 Inch	\$19,278.00
3 Inch	\$43,200.00
4 Inch	\$77,139.00
Connections to the wastewater system with water meters larger than 4 inches or when the unique usage characteristics of a large water user may require, the City will determine the system development fee at that time if the City can provide the service as requested.	

**Public Works: Solid Waste Fees and Charges**

<b>Item</b>	<b>Fee</b>
See Current Resolution (Resolution No. R22-77)	
Multiple Containers – Non-Residential users who use multiple containers shall be assigned a volume of use variable for each container used.	
Roll Off Container Set/Reset	<del>\$430.00</del>
Roll Off Container Haul	<del>\$1650.00</del>
Roll Off Container Cost per Ton	Current Billings Landfill Rates <del>+10%</del>
Replacement Waste Container – Due to Negligence	Cost x 1.50
All Tires – Per Tire <u>(Regardless of Residency)</u>	\$5.00
Container Site Waste – Business and Non-City Residents and/or City Residents that do not use City Solid Waste Services	
Minimum	\$10.00
Per Additional Cubic Yard	\$10.00
<u>Container Site – Disposal of Air Conditioners (Regardless of Residency)</u>	<del>\$30.00</del>
<u>Container Site – Disposal of Refrigerators (Regardless of Residency)</u>	<del>\$30.00</del>
<u>Container Site – Disposal of Boats (Regardless of Residency)</u>	<del>\$30.00</del>
Non-Residential Garbage Disposal Rate Schedule – See Current Resolution (R22-77)	

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**Park and Recreation Fees and Charges**

<b>Item</b>	<b>Fee</b>
Shelter Reservation	\$50.00
Special Event Application Fee	\$35.00
Special Event in Parks	
<del>One-Day</del> One-Day Closure	\$100.00
<del>Two-Day</del> Two-Day Closure	\$150.00
Youth Activities	Fee can be waived by the Mayor
Garbage Cans for Special Events – Per 100 Gallons – Prepaid	Residential Garbage Rate
Special Event Clean-Up Fee – Per Hour/Per Employee	\$45.00
Riverside Park Camping Fees	

Tent Space (per night)	\$20.00
Back-in Space (per night)	\$25.00
Pull Through Space (per night)	\$30.00

**Cemetery Fees and Charges**

<u>Item</u>	<u>Fee</u>
Please Note: Cemetery Caretaker must be present at all interments. Please Note: Burials are not permitted on Sundays, holidays, or Saturday afternoons.	
City Residents	
Full Grave	<del>\$7</del> 650.00
Baby Grave	<del>\$6</del> 500.00
Non-Residents	
Full Grave	<del>\$9</del> 800.00
Baby Grave	<del>\$6</del> 550.00
Opening and Closing	
Full Grave	<del>\$5</del> 480.00
Full Grave on Saturday mornings	<del>\$6</del> 580.00
Baby Grave	<del>\$5</del> 400.00
Baby Grave on Saturday mornings	<del>\$5</del> 450.00
Cremation	<del>\$4</del> 300.00
Cremation on Saturday mornings	<del>\$4</del> 350.00
Two Cremations on single plot	<del>\$4</del> 375.00
Two Cremations on single plot on Saturday mornings	<del>\$5</del> 450.00
Set <del>the</del> Cremation Urn at existing Headstones	\$75.00
Private Sale of any plot – Transfer Processing Fee	\$75.00
Disinterment Fee for full burial	<del>\$7</del> 600.00
Disinterment Fee for cremains	<del>\$6</del> 500.00

**Planning Fees and Charges**

<u>Item</u>	<u>Fee</u>	<u>Notes</u>
Annexation into the City of Laurel (80 acres or less)	\$ 750.00	+ \$35.00/acre
Annexation into the City of Laurel (81 acres or more)	\$ 750.00	+ \$55.00/acre
Cash in Lieu of Parking spaces outside of the Central Business District	\$ 850.00	+ \$25.00/space
Conditional Use Application (Commercial)	\$ 1,350.00	
Conditional Use Application (Residential)	\$ 850.00	
Floodplain Permit	\$ 300.00	
Home Occupations	\$ 200.00	
Outdoor Seating	\$ 300.00	+\$25.00/day
Planned Unit Development Concept Plan	\$ 850.00	
Planned Unit Development Preliminary Plan	\$ 1,350.00	+\$50.00/acre
Planned Unit Development Final Plan	\$ 1,600.00	+\$25.00/acre
Review of Buildings for Lease or Rent	\$ 350.00	
Site Plan Review Fee (Commercial)	\$ 600.00	
Site Plan Review Fee (Residential)	\$ 350.00	
Special Review (Commercial)	\$ 1,350.00	
Special Review (Residential)	\$ 850.00	
Special Review Applications resubmitted within one year of a withdrawal request made after the legal advertising	\$ 600.00	
Staff Research	\$ 50.00	Per Hour
Temporary Use Permit	\$ 450.00	
Vacation of Street or Alley	\$ 350.00	
Variance (Commercial)	\$ 1,350.00	
Variance (Residential)	\$ 850.00	
Variance Applications resubmitted within one year of a withdrawal request made after the legal advertising	\$ 850.00	
Zone Change	\$ 1,350.00	+ \$45.00/acre

FY ~~27~~ Schedule of Fees and Charges

~~March 11, 2025~~

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Zone Change Applications resubmitted within 1 year of a withdrawal request made after the legal advertising	\$ 850.00	
Zoning Compliance/Verification Letter	\$ 200.00	
Zoning Map Amendment	\$ 1,750.00	+ \$45.00/acre

**Subdivision Fees and Charges**

<u>Item</u>	<u>Fee</u>	<u>Notes</u>
Corrections or Adjustments to Plats, Conditions, and Supporting Documents after Preliminary Plat Approval:	\$ 350.00	
Corrections or Vacations of Recorded Final Subdivision Plats or Supporting Documents	\$ 350.00	
Exempt Subdivision	\$ 400.00	
Preliminary Plat (Minor)	\$ 1,950.00	+ \$50.00/lot
Final Plat (Minor)	\$ 1,350.00	
Preliminary Plat, Major Subdivision, 6 to 40 lots	\$ 2,250.00	+ \$25.00/lot
Final Plat, Major Subdivision, 6 to 40 lots	\$ 1,750.00	
Preliminary Plat, Major Subdivision, 41 to 200 lots	\$ 2,950.00	+ \$25.00/lot
Final Plat, Major Subdivision, 41 to 200 lots	\$ 2,500.00	
Preliminary Plat, Major Subdivision, Over 200 lots	\$ 3,750.00	+ \$25.00/lot
Final Plat, Major Subdivision, Over 200 lots	\$ 3,500.00	
Major Adjustments for Minor Subdivisions	\$ 750.00	
Major Adjustments for Major Subdivision, 6 to 40 lots	\$ 1,350.00	
Major Adjustments for Major Subdivision, 41 to 200 lots	\$ 1,850.00	
Major Adjustments for Major Subdivision, Over 200 lots	\$ 2,350.00	
Minor Adjustments, Major and Minor Subdivisions	\$ 350.00	
Pre-Application Meeting	\$ 750.00	+ \$25.00/lot
Subdivision for Rent or Lease, Final Plan	\$ 1,500.00	
Subdivision for Rent or Lease, Preliminary Plan	\$ 1,250.00	
<b>All Appeals the same as the Application Fee</b>		

**Building Permit Fees and Charges**

<u>Item</u>	<u>Fee</u>	<u>Notes</u>
Additional Plan Review required by changes, additions or revisions to plans (minimum charge - one half hour)	\$ 100.00	Per Hour
Additional Re-Inspection Fee	\$ 100.00	
Building Permit	-	See Appx. A
Deck Permit	\$25.00	Per sq.ft.
Demolition Permit – Residential	\$500.00	
Demolition Permit – Commercial	-	See Appx. A
Encroachment Permit	\$ 150.00	
Fence Permit	\$ 100.00	
Fire Inspection (includes one follow-up inspection)	\$ 100.00	
Mobile Home Blocking Permit (includes two-meter inspections)	\$ 100.00	
Moving Permit	\$ 250.00	
On-site Pre-building Inspection (New & Additions)	\$30.00	
Photocopies (over 3 pages)	\$ 0.25	Per Page
Plan Review (Commercial)	-	65% of Building Permit Fee
Plan Review (Residential)	-	50% of Building Permit Fee
Plotter Photocopies	\$ 10.00	Per page
<b><u>Pre-Fabricated Accessory Structure</u></b>	<b><u>\$150.00</u></b>	<b><u>Per Structure</u></b>
Right-of-way Excavation Permit (Gravel)	\$ 150.00	
Right-of-way Excavation Permit (Paved)	\$ 200.00	
Roofing Permit (Commercial)	\$ 250.00	
Roofing Permit (Residential)	\$ 150.00	

FY ~~27~~ Schedule of Fees and Charges

~~March 11, 2025~~

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Siding Installation Permit	\$ 100.00	
Sidewalk, Driveway Approach, Curb & Gutter Permit	\$ 150.00	
Sign Permit	\$1.00	Per sq.ft.
Sign Plan Review Fees	\$2.00	Per sq.ft.
Sign – Face Change	\$30.00	Per face
Temporary Sign Permit	\$ 75.00	
Temporary Structure Permit	\$ 150.00	
Window and/or Door Replacement Installation Permit – No Structural Modifications	\$ 75.00	Per structure or building

**APPENDIX A: BUILDING PERMIT FEES and Charges**

Building permit fees are determined by the total valuation of the project. For new construction and additions, the total valuation is determined by the most recent valuation data published by the International Code Council. For remodel projects, the total valuation is based on the documented project cost. (RPR is Residential Plan Review, CPR is Commercial Plan Review)

<u>Valuation</u>		<u>Building Permit</u>	<u>Residential Plan Review</u>	<u>Commercial Plan Review</u>
<u>From</u>	<u>To</u>			
\$ 1.00	\$ 500.00	\$ 36.00	\$ 18.00	\$ 23.40
\$ 501.00	\$ 600.00	\$ 40.50	\$ 20.25	\$ 26.33
\$ 601.00	\$ 700.00	\$ 45.00	\$ 22.50	\$ 29.25
\$ 701.00	\$ 800.00	\$ 49.50	\$ 24.75	\$ 32.18
\$ 801.00	\$ 900.00	\$ 54.00	\$ 27.00	\$ 35.10
\$ 901.00	\$ 1,000.00	\$ 58.50	\$ 29.25	\$ 38.03
\$ 1,001.00	\$ 1,100.00	\$ 63.00	\$ 31.50	\$ 40.95
\$ 1,101.00	\$ 1,200.00	\$ 67.50	\$ 33.75	\$ 43.88
\$ 1,201.00	\$ 1,300.00	\$ 72.00	\$ 36.00	\$ 46.80
\$ 1,301.00	\$ 1,400.00	\$ 76.50	\$ 38.25	\$ 49.73
\$ 1,401.00	\$ 1,500.00	\$ 81.00	\$ 40.50	\$ 52.65
\$ 1,501.00	\$ 1,600.00	\$ 85.50	\$ 42.75	\$ 55.58
\$ 1,601.00	\$ 1,700.00	\$ 90.00	\$ 45.00	\$ 58.50
\$ 1,701.00	\$ 1,800.00	\$ 94.50	\$ 47.25	\$ 61.43
\$ 1,801.00	\$ 1,900.00	\$ 99.00	\$ 49.50	\$ 64.35
\$ 1,901.00	\$ 2,000.00	\$ 103.50	\$ 51.75	\$ 67.28
\$ 2,001.00	\$ 3,000.00	\$ 125.50	\$ 62.25	\$ 80.93
\$ 3,001.00	\$ 4,000.00	\$ 145.50	\$ 72.75	\$ 94.58
\$ 4,001.00	\$ 5,000.00	\$ 166.50	\$ 83.25	\$ 108.23

FY ~~27~~ Schedule of Fees and Charges

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\$ 5,001.00	\$ 6,000.00	\$ 187.50	\$ 93.75	\$ 121.88
\$ 6,001.00	\$ 7,000.00	\$ 208.50	\$ 104.25	\$ 135.53
\$ 7,001.00	\$ 8,000.00	\$ 229.50	\$ 114.75	\$ 149.18
\$ 8,001.00	\$ 9,000.00	\$ 250.50	\$ 125.25	\$ 162.83
\$ 9,001.00	\$ 10,000.00	\$ 271.50	\$ 135.75	\$ 176.48
\$ 10,001.00	\$ 11,000.00	\$ 292.50	\$ 146.25	\$ 190.13
\$ 11,001.00	\$ 12,000.00	\$ 313.50	\$ 156.75	\$ 203.78
\$ 12,001.00	\$ 13,000.00	\$ 335.50	\$ 167.25	\$ 217.43
\$ 13,001.00	\$ 14,000.00	\$ 355.50	\$ 177.75	\$ 231.08
\$ 14,001.00	\$ 15,000.00	\$ 376.50	\$ 188.25	\$ 244.73
\$ 15,001.00	\$ 16,000.00	\$ 397.50	\$ 198.75	\$ 258.38
\$ 16,001.00	\$ 17,000.00	\$ 418.50	\$ 209.25	\$ 272.03
\$ 17,001.00	\$ 18,000.00	\$ 439.50	\$ 219.75	\$ 285.68
\$ 18,001.00	\$ 19,000.00	\$ 460.50	\$ 230.25	\$ 299.33
\$ 19,001.00	\$ 20,000.00	\$ 481.50	\$ 240.75	\$ 312.98
\$ 20,001.00	\$ 21,000.00	\$ 502.50	\$ 251.25	\$ 326.63
\$ 21,001.00	\$ 22,000.00	\$ 523.50	\$ 261.75	\$ 340.28
\$ 22,001.00	\$ 23,000.00	\$ 544.50	\$ 272.25	\$ 353.93
\$ 23,001.00	\$ 24,000.00	\$ 565.50	\$ 282.75	\$ 367.58
\$ 24,001.00	\$ 25,000.00	\$ 586.50	\$ 293.25	\$ 381.23
\$ 25,001.00	\$ 26,000.00	\$ 601.50	\$ 300.75	\$ 390.98
\$ 26,001.00	\$ 27,000.00	\$ 616.50	\$ 308.25	\$ 400.73
\$ 27,001.00	\$ 28,000.00	\$ 633.00	\$ 316.50	\$ 411.45
\$ 28,001.00	\$ 29,000.00	\$ 648.00	\$ 324.00	\$ 421.20
\$ 29,001.00	\$ 30,000.00	\$ 663.00	\$ 331.50	\$ 430.95
\$ 30,001.00	\$ 31,000.00	\$ 678.00	\$ 339.00	\$ 440.70
\$ 31,001.00	\$ 32,000.00	\$ 693.00	\$ 346.50	\$ 450.45
\$ 32,001.00	\$ 33,000.00	\$ 708.00	\$ 354.00	\$ 460.20
\$ 33,001.00	\$ 34,000.00	\$ 723.00	\$ 361.50	\$ 469.95
\$ 34,001.00	\$ 35,000.00	\$ 738.00	\$ 369.00	\$ 479.70
\$ 35,001.00	\$ 36,000.00	\$ 753.00	\$ 376.50	\$ 489.45
\$ 36,001.00	\$ 37,000.00	\$ 768.00	\$ 384.00	\$ 499.20
\$ 37,001.00	\$ 38,000.00	\$ 784.50	\$ 392.25	\$ 509.93
\$ 38,001.00	\$ 39,000.00	\$ 799.50	\$ 399.75	\$ 519.68
\$ 39,001.00	\$ 40,000.00	\$ 814.50	\$ 407.25	\$ 529.43
\$ 40,001.00	\$ 41,000.00	\$ 829.50	\$ 414.75	\$ 539.18
\$ 41,001.00	\$ 42,000.00	\$ 844.50	\$ 422.25	\$ 548.93
\$ 42,001.00	\$ 43,000.00	\$ 859.50	\$ 429.75	\$ 558.68
\$ 43,001.00	\$ 44,000.00	\$ 874.50	\$ 437.25	\$ 568.43
\$ 44,001.00	\$ 45,000.00	\$ 889.50	\$ 444.75	\$ 578.18
\$ 45,001.00	\$ 46,000.00	\$ 904.50	\$ 452.25	\$ 587.93

FY ~~27~~ Schedule of Fees and Charges

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\$ 46,001.00	\$ 47,000.00	\$ 919.50	\$ 459.75	\$ 597.68
\$ 47,001.00	\$ 48,000.00	\$ 934.50	\$ 467.25	\$ 607.43
\$ 48,001.00	\$ 49,000.00	\$ 949.50	\$ 474.75	\$ 617.18
\$ 49,001.00	\$ 50,000.00	\$ 964.50	\$ 482.25	\$ 626.93
\$ 50,001.00	\$ 51,000.00	\$ 976.50	\$ 488.25	\$ 634.73
\$ 51,001.00	\$ 52,000.00	\$ 987.00	\$ 493.50	\$ 641.55
\$ 52,001.00	\$ 53,000.00	\$ 997.50	\$ 498.75	\$ 648.38
\$ 53,001.00	\$ 54,000.00	\$ 1,008.00	\$ 504.00	\$ 655.20
\$ 54,001.00	\$ 55,000.00	\$ 1,018.50	\$ 509.25	\$ 662.03
\$ 55,001.00	\$ 56,000.00	\$ 1,029.00	\$ 514.50	\$ 668.85
\$ 56,001.00	\$ 57,000.00	\$ 1,039.50	\$ 519.75	\$ 675.68
\$ 57,001.00	\$ 58,000.00	\$ 1,050.00	\$ 525.00	\$ 682.50
\$ 58,001.00	\$ 59,000.00	\$ 1,060.50	\$ 530.25	\$ 689.33
\$ 59,001.00	\$ 60,000.00	\$ 1,071.00	\$ 535.50	\$ 696.15
\$ 60,001.00	\$ 61,000.00	\$ 1,081.50	\$ 540.75	\$ 702.98
\$ 61,001.00	\$ 62,000.00	\$ 1,092.00	\$ 546.00	\$ 709.80
\$ 62,001.00	\$ 63,000.00	\$ 1,102.50	\$ 551.25	\$ 716.63
\$ 63,001.00	\$ 64,000.00	\$ 1,113.00	\$ 556.50	\$ 723.45
\$ 64,001.00	\$ 65,000.00	\$ 1,123.50	\$ 561.75	\$ 730.28
\$ 65,001.00	\$ 66,000.00	\$ 1,134.00	\$ 567.00	\$ 737.10
\$ 66,001.00	\$ 67,000.00	\$ 1,144.50	\$ 572.25	\$ 743.93
\$ 67,001.00	\$ 68,000.00	\$ 1,155.00	\$ 577.50	\$ 750.75
\$ 68,001.00	\$ 69,000.00	\$ 1,165.50	\$ 582.75	\$ 757.58
\$ 69,001.00	\$ 70,000.00	\$ 1,176.00	\$ 588.00	\$ 764.40
\$ 70,001.00	\$ 71,000.00	\$ 1,186.50	\$ 593.25	\$ 771.23
\$ 71,001.00	\$ 72,000.00	\$ 1,197.00	\$ 598.50	\$ 778.05
\$ 72,001.00	\$ 73,000.00	\$ 1,207.50	\$ 603.75	\$ 784.88
\$ 73,001.00	\$ 74,000.00	\$ 1,218.00	\$ 609.00	\$ 791.70
\$ 74,001.00	\$ 75,000.00	\$ 1,228.50	\$ 614.25	\$ 798.53
\$ 75,001.00	\$ 76,000.00	\$ 1,239.00	\$ 619.50	\$ 805.35
\$ 76,001.00	\$ 77,000.00	\$ 1,249.50	\$ 624.75	\$ 812.18
\$ 77,001.00	\$ 78,000.00	\$ 1,260.00	\$ 630.00	\$ 819.00
\$ 78,001.00	\$ 79,000.00	\$ 1,270.50	\$ 635.25	\$ 825.83
\$ 79,001.00	\$ 80,000.00	\$ 1,281.00	\$ 640.50	\$ 832.65
\$ 80,001.00	\$ 81,000.00	\$ 1,291.50	\$ 645.75	\$ 839.48
\$ 81,001.00	\$ 82,000.00	\$ 1,302.00	\$ 651.00	\$ 846.30
\$ 82,001.00	\$ 83,000.00	\$ 1,312.50	\$ 656.25	\$ 853.13
\$ 83,001.00	\$ 84,000.00	\$ 1,323.00	\$ 661.50	\$ 859.95
\$ 84,001.00	\$ 85,000.00	\$ 1,333.50	\$ 666.75	\$ 866.78
\$ 85,001.00	\$ 86,000.00	\$ 1,344.00	\$ 672.00	\$ 873.60
\$ 86,001.00	\$ 87,000.00	\$ 1,354.50	\$ 677.25	\$ 880.43

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\$ 87,001.00	\$ 88,000.00	\$ 1,365.00	\$ 682.50	\$ 887.25
\$ 88,001.00	\$ 89,000.00	\$ 1,375.50	\$ 687.75	\$ 894.08
\$ 89,001.00	\$ 90,000.00	\$ 1,386.00	\$ 693.00	\$ 900.90
\$ 90,001.00	\$ 91,000.00	\$ 1,396.50	\$ 698.25	\$ 907.73
\$ 91,001.00	\$ 92,000.00	\$ 1,407.00	\$ 703.50	\$ 914.55
\$ 92,001.00	\$ 93,000.00	\$ 1,417.50	\$ 708.75	\$ 921.38
\$ 93,001.00	\$ 94,000.00	\$ 1,428.00	\$ 714.00	\$ 928.20
\$ 94,001.00	\$ 95,000.00	\$ 1,438.50	\$ 719.25	\$ 935.03
\$ 95,001.00	\$ 96,000.00	\$ 1,449.00	\$ 724.50	\$ 941.85
\$ 96,001.00	\$ 97,000.00	\$ 1,459.50	\$ 729.75	\$ 948.68
\$ 97,001.00	\$ 98,000.00	\$ 1,470.00	\$ 735.00	\$ 955.50
\$ 98,001.00	\$ 99,000.00	\$ 1,480.50	\$ 740.25	\$ 962.33
\$ 99,001.00	\$ 100,000.00	\$ 1,491.00	\$ 745.50	\$ 969.15

- \$100,001 - \$500,000: \$1491.00 for the first \$100,000, plus \$6.40 for each additional \$1,000 or portion thereof.
- \$500,001 - \$1,000,000: \$4,051.00 for the first \$500,000 plus \$5.47 for each additional \$1,000 or portion thereof.
- \$1,000,000 and up: \$6,239.00 for the first \$1,000,000 plus \$4.58 for each additional \$1,000 or portion thereof.
- Residential Plan Review = 50% of Permit Fee
- Commercial Plan Review = 65% of Permit Fee
- If work has started prior to issuance of a permit, the Building Permit Fee will double.
- Basements
  - Finished - \$50 per sq.ft.
  - Unfinished – refer to the most recent ICC Building Valuation Table

**File Attachments for Item:**

**5. Planning:** Resolution- A Resolution Of The City Council Of The City Of Laurel, Montana, Approving Agreement Between Peaks Planning And Consulting, LLC And The City Of Laurel Related To On-Call Planning Services.

**RESOLUTION NO. R26-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAUREL,  
MONTANA APPROVING AGREEMENT BETWEEN PEAKS PLANNING AND  
CONSULTING, LLC AND THE CITY OF LAUREL RELATED TO ON-CALL  
PLANNING SERVICES.**

WHEREAS, the City is in need of On-Call Planning Services to assist in performing Planning duties for the City of Laurel;

WHEREAS, Peaks Planning and Consulting LLC (hereinafter “Consultant) has proposed a short-term Planning Agreement between the City of Laurel and Consultant from May 26, 2026 to June 30, 2031 (hereinafter “Effective Dates”); and

WHEREAS, the conditions and terms of the Consulting Services are described more fully in the attached Consulting Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City approves the Consulting Agreement by and between the City of Laurel (“Owner”) and Peaks Planning and Consulting LLC (“Consultant”).

Introduced at a regular meeting of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

APPROVED by the Mayor the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF LAUREL

\_\_\_\_\_  
Dave Waggoner, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

---

Michele L. Braukmann, Civil City Attorney



PO Box 307  
Roberts, MT 59070

406-794-1460 • [ForrestSanderson@PeaksPlanning.onmicrosoft.com](mailto:ForrestSanderson@PeaksPlanning.onmicrosoft.com)



City of Laurel  
Kurt Markegard, CAO  
PO Box 10  
115 West 1<sup>st</sup> Street  
Laurel MT 59044

RE: Request for Qualifications Professional Planning/Administration Services.

Review Committee:

On behalf of Peaks Planning and Consulting, I am excited to submit the following response to your RFP for the City of Laurel for Professional Planning/Administration Services. I believe that you will find that my combination of experience and unique approach to this position will be in the best interest of the City of Laurel. Our team has over 36 years of experience in municipal financing, planning, development, and infrastructure improvements. Eight (8) of those years have been projects for the City of Laurel under a Master Services Agreement.

I am an American Planning Association AICP Certified Planner and an ASFPM Certified Floodplain Manager with over 36 years of experience. My main areas of focus have always been Subdivision Administration, Zoning Administration, and Floodplain Management. I also have years of experience with local government funding and financing as a Community Development Director, Department Head, and Project Manager. The funding sources include but are not limited to Bonding, Special Improvement Districts, Resort Tax, Capital Improvement Funds and Tax Increment Financing. I am also quite efficient in navigating the procurement of professional services processes as evidenced by completing both the Laurel MLUPA Planner and Laurel Master Engineering selection processes from concept to selection, for both, in less than 8 weeks.

I trust that you will find that my broad base of experience and quality of service not just to the City of Laurel, but all of my municipal clients is exactly what the City of Laurel needs not just for the near term but for the duration of the proposed 5-year Master Services Agreement. I look forward to meeting with your selection committee to discuss what I and Peaks Planning & Consulting can provide to the City of Laurel.

Sincerely,

Peaks Planning & Consulting  
Forrest Sanderson, AICP and CFM  
Owner/President

## 2. Firm Qualifications Providing Municipal Planning Services under MSAs.

For approximately the last 12 years all Municipal Planning services that I have provided to all my clients has been delivered under a Master Services Agreement, including the City of Laurel, for the last eight (8) years. Our current agreement is a Short Form Agreement that is limited in terms of time and compensation as well as the scope and types of services provided.

A Master Services Agreement with On-Call provisions provides the city with total control over the budgetary impacts associated with contracted professional services. If city staff desire to perform a task covered by the MSA, that is your right and the city will not be billed for work not performed by the consultant on that specific project. This is the ultimate budget and cost control, and it benefits the city.

The benefit to the Consultant is in the form of being able to hold numerous On-Call contracts to create adequate backlog of work across a larger number of clients rather than expecting a steady stream of work from a limited number of clients.

A Master Services Agreement provides both the city and the Consultant with the maximum amount of flexibility to navigate unanticipated projects, such as changes to Montana Planning Laws, or changes in the dynamic in the community or staffing levels at the city. These unanticipated changes are probably the most valuable advantage to an On-Call agreement.

The following is a listing of my current and past clients that have been served via MSA's.

- City of Sidney, On-Call Planning
- City of Sidney, Planning and Engineering
- City of Baker, On-Call Planning
- City of Glendive, On-Call Planning
- Town of Richey, On-Call Planning
- Town of Wibaux, On-Call Planning
- Fallon County, On-Call Planning and Floodplain Administration
- Dawson County, On-Call Planning and Floodplain Administration
- Stillwater County, On-Call Floodplain Administration.
- City of Laurel, On-Call Planning and Floodplain Administration.

**3. Proposed Team Members and their specialty roles and relevant experience in that area of expertise.**

All work for the city of Laurel will be performed by Forrest Sanderson, AICP and CFM. While there may be instances where subconsultants are necessary to deliver certain aspects of a project the preferred solution would be to work with your existing city Engineer or the MLUPA Planner. All subconsultants will be approved by the city prior to them working on any Task associated with the MSA.

Forrest is an American Planning Association AICP Certified Planner and an ASFPM Certified Floodplain Manager with over 36 years of experience. My main areas of focus have always been Subdivision Administration, Zoning Administration, and Floodplain Management. I also have years of experience with local government funding and financing as a Community Development Director, Department Head, and Project Manager. The funding sources include but are not limited to Bonding, Special Improvement Districts, Resort Tax, Capital Improvement Funds and Tax Increment Financing. I am also quite efficient in navigating the procurement of professional services processes as evidenced by completing both the Laurel MLUPA Planner and Laurel Master Engineering selection processes from concept to selection, for both, in less than 8 weeks.

Your projects and tasks will NOT be farmed out to other staff, when you hire Peaks Planning & Consulting you get the person(s) listed in our response to your RFP.

**4. Firm's Approach to MSA Project Work and On-Call Services.**

An On-Call agreement provides the city with total control over the budgetary impacts associated with contracted professional services. If city staff desire to perform a task covered by the MSA, that is your right and the city will not be billed for work not performed by the consultant on that specific project. This is the ultimate budget and cost control, and it benefits the city.

The City of Laurel has on several occasions over the past eight (8) years taken advantage of the On-Call provisions to both the benefit of the city and the contractor. The best example is the NorthWestern Energy gas fired electricity generation facility. City staff started the process of public review of the proposed operation with the consultant being engaged near the end of the review process to ensure that the City Council had a comprehensive record upon which to base their decision.

The benefit to the Consultant is in the form of being able to hold numerous On-Call contracts and is therefore able to create adequate backlog of work across a larger number of clients rather than expecting a steady stream of work from a limited number of clients.

## On- Call Project Approach

1. Notification from the City that there is a project, within the scope of the agreement, that needs to be performed by the consultant. Preferably this is in an email form but verbal initial authorizations with follow up confirmation have worked well with the City of Laurel in the past.
2. The project information and required deliverables to the city are agreed upon as well as the timing of delivery.
3. Work on the project begins.
4. Most projects under this MSA will require public hearings and presentations to the City Planning Commission, City-County Planning Board and the City Council.
5. Notice of these hearings and meetings are prepared typically by the consultant and published by the city.
6. Complete draft report or document and send to city staff for review and comments.
7. Revise the report or document incorporating staff comments.
8. Final Report/deliverable sent to applicant(s) Planning Commission, Planning Board for hearing and recommendation.
9. Prepare formal recommendations from the advisory Commission or Board for consideration and final decision by the City Council.
10. Attend both the Council Work Session and Action meetings/hearings representing the Board or Commission issuing the recommendation. Answer questions from the City Council or Public related to the recommendation and project.
11. Close out the project.

### **5. List out what scope of services you are submitting your SOQ for.**

Peaks Planning & Consulting will provide the following services to the City of Laurel as a series of Task Orders or a singular Task Order depending upon the preference of the City.

- Administrative Services.
- Capital improvement planning (CIP).
- Coordination with the City Engineer.
- Floodplain, Adoption, Administration, and Revisions.
- Growth Policy Updates and Revisions.
- Planning Assistance - MLUPA compliance.
- Prepare Reports for the Planning Commission and Governing Body.
- Procurement assistance.
- Public engagement assistance.
- Site Plan Reviews.
- Subdivision Regulations, Adoption, Administration, and Revisions
- Zoning Regulations, Adoption, Administration, and Revisions.
- Other tasks that are within the capabilities of Peaks Planning & Consulting would be approached as an additional Task Order for what would be classified as “out of scope” work. Standard hourly rates or a negotiated fee for the service would apply.

**6. Capacity & Current Workload, and how Laurel would fit into firm's current workload.**

Currently, I have contracts for On-Call work with the following communities and the corresponding average yearly commitment of time to each client:

- City of Sidney, On-Call Planning. 15%
- City of Sidney, Planning and Engineering 5%
- City of Baker, On-Call Planning 3%
- City of Glendive, On-Call Planning 5%
- Town of Richey, On-Call Planning 1%
- Town of Wibaux, On-Call Planning 2%
- Fallon County, On-Call Planning and Floodplain Administration 4%
- Dawson County, On-Call Planning and Floodplain Administration 15%
- City of Laurel, TIF District Coordinator. 10%

From January 2018 to May 2026, I served as the On-Call Planner for the City of Laurel. Over this eight (8) year period, my time commitment to the City of Laurel has varied from <5% to as much as 30% of my time on an annual basis. As is typical with On-Call work, there are times when the work demands exceed the available. In those instances, I prioritize the workflow, most important or time sensitive first then on to lower priority items until the backlog is completed.

To meet deadlines, I occasionally do work nights and weekends, but I do not charge premium rates for these hours. This is part of my commitment to providing exceptional consistent service to all my clients by meeting their project needs in a timely, efficient, and cost-effective manner.

In short, I have capacity to continue to meet the current and future needs of the City of Laurel.

**7. Firm's capability to meet time and budget requirements.**

As discussed above, I can prioritize the workflow to meet the client's needs and am more than willing to put in the extra time to make sure that I meet project deadlines and timelines associated with On-Call work. While there will be instances where a fixed budget for a given project is established and unless the scope of the project is changed, I will adhere to the agreed upon budget for a given task.

I have never missed a project deadline; I don't miss required meetings and I do not commit to projects unless I know that I am able to meet all the project requirements at inception. This ability comes from my years of experience and my commitment to providing you with the services on time and on budget every time.

The reality of On-Call work is that the workflow is entirely dictated by you. The city always has the opportunity to perform the task or project with your existing staff. In addition to you controlling the workflow, as a small business, I do not have to carry the massive overhead associated with large local or regional firms. What this means for you is that you receive Principal levels of service at a cost typically associated with mid-level experience at larger firms.

**8. Municipal MSA References, (three including Municipalities, contact names, phone numbers and email addresses.**

City of Sidney, Montana  
Ms. Jessica Chamberlin, Chief Administrative Officer  
Mr. Jeffrey Hintz PE, Director of Public Works  
(406) 433-2809  
clerktreasurer@cityofsidneymt.com  
publicworks@cityofsidneymt.com

City of Glendive, Montana  
Mr. Frank Ceane, Director of Public Works  
(406) 377-3318 ext. 15  
ceanef@glendivemt.gov

City of Baker, Montana  
Ms. Sandi Reddick, City Clerk Treasurer  
(406) 778-2692  
cityclerk@bakermontana.us

Dawson County, Montana  
Ms. Denise Alberts, Planning Board Executive Secretary  
(406) 377-3058  
albertsd@dawsonmt.gov

Conclusion:

I have been a contractor for the City of Laurel since January 2018 providing On-Call professional planning, floodplain, zoning, and administrative services. In these roles I have dealt with general planning, zoning, subdivision, and floodplain development issues for the City. For the last two (2) years I have served as the Coordinator for the Laurel Urban Renewal Agency. Since taking the reins, we have completed a series of small-scale projects, expanding the size of the committee from 5 to 7 members, and one medium scale project. For FY 27 we are positioned to deliver two major projects benefiting the TIF District. I believe my past project successes and performance on tasks assigned by the city will separate me from any potential competitors.

I believe that my approach and experience with the City of Laurel checks off every box on your scope of work and desired future outcomes. Most importantly I give the City an extra set of experienced eyes on contracts, project management and project financing. Further I believe that my approach is unique to your needs and will provide the City of Laurel with the greatest return on your investment.

My past work history is detailed in my attached resume. I am not aware of any conflicts of interest. We do not own, nor do we have any pecuniary interest in property within the City of Laurel. Should this change during the term of the MSA, I will make full disclosure of any purchase or acquisition of an interest in property to the Mayor and City Council. My sole interest and project approach will be to ensure the maximum benefits to the City of Laurel.

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## FORREST SANDERSON, AICP and CFM

124 LAPTOP LOOP  
P.O. BOX 307  
ROBERTS MT 59070  
Phone (406) 425-3397

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### EDUCATION:

**B.S., EARTH SCIENCE**, Geographic Planning Option  
Montana State University, Bozeman, Montana, June 1989

### CERTIFICATIONS:

- American Planning Association AICP Certified Planner
- Association of State Floodplain Managers CFM Certified Floodplain Manager

### EMPLOYMENT:

#### **Peaks Planning and Consulting LLC**

**5/2023- Present**

**Position:** Owner/President

**Duties:** Preparation of Master Plans, Growth Policies, Zoning Regulations, Subdivision Regulations, Floodplain Hazard Management Regulations, Capital Improvement Planning, and creation of Special Improvement Districts; Review of developments, compliance with locally adopted development standards; Business Development and Marketing. Current Clients: on-call Planner for Dawson County, MT and for the cities/towns of Laurel, Glendive, and Sidney, MT.

#### **KLJ Engineering**

**10/2014-5/2023**

**Position:** Senior Planner, Project Manager

**Duties:** Assist in preparation of Master Plans, Growth Policies, Zoning Regulations, Subdivision Regulation, Floodplain Hazard Management Regulations, Capital Improvement Planning and creation of Special Improvement Districts; Review of developments, compliance and locally adopted development standards; Billings office Business Development Coordinator, facilitating cooperation between Montana offices and serving on the KLJ Go-To-Market-Team; Currently the on-call Planner for Fallon and Dawson County, MT and for the cities/towns of Laurel, Glendive, Sidney, Baker and Plevna, MT

#### **CITY OF RED LODGE, MONTANA**

**7/2007-10/2014**

**Position:** Department Head/Administrator and Community Development Director

**Duties:** Serve as planning director, subdivision administrator, environmental certifying officer, floodplain administrator, zoning administrator and CTEP Trails administrator; Keep the Mayor and City officials informed regarding building and planning department projects; act as primary contact for media; provide financial, technical and administrative support for Public Works; implement policies and legislative actions; manage and direct activities for all planners and building inspectors; prepare annual operating budgets, certificates of expenditures, payroll and capital acquisitions; hire, train and terminate staff as required.

**MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION,  
Forest Management Bureau** **6/2005-7/2007**

**Position:** Access Manager

Duties: Transportation planning, oversight of access program, data management, ROW acquisition, coordination of land office and unit office staff, review of MEPA documents, oversight and management of the HCP program, monitoring of road closures, facilitation of program goals, liaison to other state and federal agencies, development and maintenance of tracking and easement templates, recommending of budgets and monitoring of expenditures, develop and present access summaries to the Land Board, and coordination and training of field staff.

**MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION,  
Northwestern Land Office** **1/2005-5/2005**

**Position:** Principal Planner

Duties: Encouraging economically viable development of residential, commercial and industrial properties, maximize revenue paid to trust beneficiaries, manage operating budget, provide area level training to staff, represent area on land use/development issues, provide consultation to area manager regarding development opportunities, prepare and present area "Real Estate Identification report," chair the Land Office Real Estate Advisory Committee, prepare, let, and review Requests for Proposals, prepare and manage contracts, supervise and train assigned staff.

**FLATHEAD COUNTY PLANNING AND ZONING OFFICE** **7/2001 – 12/2004**

**Position:** Department Head – Director of Planning and Zoning

Duties: Serve as planning director, subdivision administrator, environmental certifying officer, floodplain administrator, zoning administrator and CTEP Trails Administrator; manage, train and direct activities for 9 staff, prepare annual operating budgets, certifications of expenditures, payroll and capital acquisition, hire, discipline and terminate staff as necessary, act as subdivision administrator for all County projects, provide financial, technical, and administrative support to Flathead County Planning Board and Board of Adjustment, serve as zoning administration for all county projects.

**FLATHEAD REGIONAL DEVELOPMENT OFFICE** **8/1998-6/2001**

**Position:** Senior Planner

Duties: County Subdivision administration, County zoning administration, zoning district creation and amendment, amendment to county Master Plan, neighborhood planning, amendments to county subdivision regulations, flood plain administration, lakeshore protection administration, staffing and planning services for Little Bitterroot, Bigfork, Ashley Lake, Rogers Lake Land Use Advisory Committee, and the Lakeside Community Council.

**LAKE COUNTY LAND SERVICES** **10/1989-8/1998**

**Positions:** Division Head, Planning and Zoning Senior Planner, Associate Planner and Assistance Planner (Lake County hired me in the fall of 1989 and promoted three times, ultimately taking responsibility for management of the entire Planning Division)

Duties: Management of the Division budget, management, training and supervision of Division staff, Subdivision administration for both city and county, zoning administration, zoning district creation and amendment, city and county Master Plan amendments, transportation planning, neighborhood planning, county subdivision regulation amendments, floodplain administration,

primary planner for County Planning Board and Board of Adjustments, staffing for the City of Polson, City-County Planning Board, Board of Adjustments and City Council.

**ADDITIONAL CERTIFICATIONS AND RECOGNITIONS:**

- KLJ Project Management Training (Contracting Overview), 2017
- KLJ Project Managers Training, 2015
- Essentials of Management 2, a 6-day course for Upper Level Managers by the Montana Professional Development Center, May 2007
- Developing and Managing a Budget, Montana Professional Development Center, May 2006
- Essentials of Management, an 8-day course for managers by the Montana Professional Development Center, August 2006
- Effective Supervision, Montana State Fund, Safety Trainer, November 2006
- Supervisor Drug and Alcohol Training, February 2004
- Citizen of the Year 1998, Citizens for a Better Flathead
- Montana Association of Planners Vice President, 1997
- Polson City Council, Ward 3, 1995-1996
- Montana Association of Planners Board of Directors, 1993 to 1998
- Honorable Discharge US Army Reserve February 1990
- Primary Leadership Development Course-August 1986 Graduated Top of Class
- Honorable Discharge, US Army, Active Duty February 1986
- Basic Military Police, Fort McClellan, Alabama June 1984
- Twice Decorated with the Army Achievement Medal for Military Achievement while acting in the capacity of Military Policeman
- Once Decorated with the Army Commendation Medal for Meritorious Achievement while acting in the capacity of Military Policeman
- Platoon Sergeant, 420<sup>th</sup> MP Company (USAR)

**AGREEMENT  
BETWEEN OWNER AND CONSULTANT  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective from May 26, 2026, to June 30, 2031, (“Effective Dates”) between the City of Laurel (“Owner”) and Peaks Planning and Consulting LLC (“Consultant”).

Owner’s Project, of which Consultant’s services under this Agreement are a part, is generally identified as follows: On-Call Planning Services (“Project”).

Consultant’s services under this Agreement are generally identified as follows: On-Call Planning Services (“Services”).

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Owner and Consultant further agree as follows:

**1.01** *Basic Agreement and Period of Service*

- A. Consultant shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Consultant shall furnish services in addition to those set forth above (“Additional Services”).
- B. Consultant shall complete its Services within a reasonable period of time.
- C. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant’s Services is impaired, or Consultant’s Services are delayed or suspended, then the time for completion of Consultant’s Services, and the rates and amounts of Consultant’s compensation, shall be adjusted equitably.

**2.01** *Payment Procedures*

- A. *Invoices:* Consultant shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Consultant for Services, Additional Services, and expenses within 30 days after receipt of Consultant’s invoice, then (1) the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Consultant may, after giving seven days written notice to Owner, suspend Services under this Agreement until Consultant has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Consultant for any such suspension.
- B. *Payment:* As compensation for Consultant providing or furnishing Services and Additional Services, Owner shall pay Consultant as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant 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—Direct Labor, Plus Reimbursables*

- A. Owner shall pay Consultant for Services as follows:
  - 1. An amount equal to Consultant's Direct Labor Costs as outlined in Exhibit 'A' for services of Consultant's employees engaged in the Project, plus reimbursable expenses. Reimbursable expenses include accommodations, meals plus gratuity associated with work on the Project.
  - 2. Sub-consultants shall be reimbursed at the rate of 115% of actual invoiced costs including reimbursables. Consultant shall not use sub-consultants without prior authorization from Owner.
- B. The portion of the compensation amount billed monthly for Consultant's Services will be based upon Consultant's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Consultant an amount equal to the cumulative hours charged in providing the Additional Services by each class of Consultant's employees and in accordance with Exhibit 'A'; plus reimbursement of expenses incurred in connection with providing the Additional Services and Consultant's sub-consultants' charges, if any.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Consultant for its services is a substantial failure to perform and a basis for termination.
    - b. By Consultant:
      - 1) upon seven days written notice if Owner demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Consultant's Services are delayed for more than 90 days for reasons beyond Consultant's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.i.

- c. Consultant shall have no liability to Owner on account of a termination for cause by Client.
  - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Consultant's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 3.01, Consultant will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Consultant's consultants' charges, if any.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Consultant to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional Consulting and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by

members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Consultant. Subject to the foregoing standard of care, Consultant and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Consultant or sub-consultants shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Consultant or sub-consultants have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Consultant or sub-consultants shall not be responsible for the acts or omissions of any Constructor.
- C. Consultant or sub-consultants neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Consultant shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Consultant or its consultants.
- E. Owner shall have all rights and title to the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Consultant of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by consultant, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and sub-consultants; such limited license to Owner shall not create any rights in third parties.
- F. Owner and Consultant may transmit, and shall 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.

- G. To the fullest extent permitted by law, Owner and Consultant (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 Consultant's total liability to Owner under this Agreement shall be limited to \$2,000,000 or the total amount of compensation received by Consultant, whichever is greater.
- H. Neither Party shall be considered to be in default of this Agreement if delays in or failure of performance are due to forces beyond the reasonable control of the nonperforming Party, the effect of which the nonperforming Party could not avoid by the exercise of reasonable diligence. Such forces include, but are not limited to: fire, acts of God, flood, earthquake, storm, lightning, tornados, epidemic, war, riot, civil disturbance, sabotage, strike, work slowdown, or other labor disturbances, judicial restraint, action or inaction of any Government entity in either its sovereign or contractual capacity, quarantine restrictions, freight embargoes, delays in long lead time items and severe weather. Any changes to the terms of this agreement impacted by a Force Majeure event shall be documented in an Amendment to the Agreement.
- I. The parties acknowledge that Consultant's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Consultant or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Consultant may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Consultant agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Consultant's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements 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; (2) advising Owner, or any municipal entity or other person or entity, regarding 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; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. Consultant shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on

their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

- N. Regardless of any other provision of this agreement, as a result of the Owners prior requests for services from the Consultant to assist in actions that could be interpreted as detrimental to or create bias adverse to the interests of the State of Montana, the Consultant shall have no duty or obligation to perform any work related to the annexation, zoning, subdivision, floodplain, or development of lands now or hereafter owned by the State of Montana to be used for the purpose(s) of a mental health facility.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Consultant, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner’s work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments: Scope of Work*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Dates of which is indicated on page 1.

Owner: City of Laurel Montana

Consultant: Peaks Planning and Consulting, LLC

By: \_\_\_\_\_  
Print name: Dave Waggoner  
Title: Mayor  
Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Print name: Forrest Sanderson  
Title: President  
Date Signed: \_\_\_\_\_

Address for Owner's receipt of notices:

City of Laurel  
Attn: Dave Waggoner  
115 West 1<sup>st</sup> Street  
Laurel MT 59044

Address for Consultant's receipt of notices:

Peaks Planning & Consulting LLC  
P.O. Box 307  
Roberts MT 59070

This is **EXHIBIT A**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Consultant for Professional Services** dated [May 26, 2026].

## **Consultant's Services**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Except as provided in Article 5.01 (N), Consultant shall provide Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### **A1.01 *Planning Phase***

- A. Consultant shall, in accordance with Locally Adopted Procedures, Rules and Regulations:
1. Administrative Services.
  2. Annexation Reviews.
  3. Capital improvement planning (CIP).
  4. Coordination with the City Engineer.
  5. Floodplain, Adoption, Administration, and Revisions.
  6. Growth Policy Updates and Revisions.
  7. Planning Assistance – MLUPA compliance.
  8. Prepare Reports for the Planning Commission and Governing Body.
  9. Procurement assistance.
  10. Public engagement assistance.
  11. Site Plan Reviews.
  12. Subdivision Regulations, Adoption, Administration, and Revisions
  13. Zoning Regulations, Adoption, Administration, and Revisions

### **PART 2 – ADDITIONAL SERVICES**

#### **A2.01 *Additional Services Requiring Owner's Written Authorization***

- A. If authorized in writing by Owner, Consultant shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit A.

1. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1.
2. Services required as a result of Owner's providing incomplete or incorrect Project information to Consultant.
3. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
4. Undertaking investigations and studies.
5. Furnishing services to other Consultants for other than Basic Services.
6. Services during out-of-town travel required of Consultant, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
7. Assistance to Owner in training Owner's staff.
8. Assistance to Owner in developing systems and procedures for:
  - a. applications for conformance permits, conditional uses, variances and planned unit developments, and
  - b. related recordkeeping.
9. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
10. Overtime work requiring higher than regular rates.
11. Providing more extensive services required to enable Consultant to issue notices or certifications requested by Owner.
12. Other additional services performed or furnished by Consultant not otherwise provided for in this Agreement.

*A2.02 Additional Services Not Requiring Owner's Written Authorization*

- A. Consultant shall advise Owner that Consultant is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Consultant need not request or obtain specific advance written authorization from Owner. Consultant shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
  1. Services in connection with reviews associated with Administration of Annexation, Subdivision Regulations, Zoning Regulations, and Floodplain Regulations adopted by Owner.

**Hourly Rate Schedule**

**Peaks Planning LLC**

The below standard hourly rates are subject to review and adjustment annually as of June 30, 2027. Hourly rates for services effective May 26, 2026.

Principal Planner/Owner \_\_\_\_\_ \$175.00

Project Assistant \_\_\_\_\_ \$75.00

Sub-Consultant \_\_\_\_\_ Actual Cost Plus 15%

**File Attachments for Item:**

**6. Public Works:** Resolution- A Resolution Authorizing The Mayor To Sign An Agreement With Morrison-Maierle To Provide Engineering Services For The City Of Laurel.

**RESOLUTION NO. R26-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT  
WITH MORRISON-MAIERLE TO PROVIDE ENGINEERING SERVICES FOR  
THE CITY OF LAUREL**

WHEREAS, the City published request proposals for engineering services; and

WHEREAS, the City received eleven (11) responses and quotes to provide such services;  
and

WHEREAS, an interview committee was formed to review and interview the proposals;  
and

WHEREAS, the Review Committee recommends the City retaining Morrison-Maierle;  
and

WHEREAS, the Mayor, Chief Administrative Officer and Staff met with Morrison-  
Maierle and negotiated the rates for services, and such rates are in the best interests of the  
City.

NOW, THEREFORE, BE IT RESOLVED the City Council hereby authorizes the Mayor  
to sign a three (5) year agreement with Morrison-Maierle to provide engineering services  
for the City of Laurel.

Introduced at a regular meeting of the City Council on the \_\_\_\_ day of \_\_\_\_\_ 2026,  
by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the \_\_\_\_ day  
of \_\_\_\_\_, 2026.

CITY OF LAUREL

\_\_\_\_\_  
David Waggoner, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Strecker, Clerk – Treasurer

APPROVED TO FORM:

\_\_\_\_\_  
Michele Braukmann, Civil City Attorney



## License Agreement

### Before you use this EJCDC document:

1. **Read this License Agreement in its entirety.** As purchaser, you agree to comply with and are bound by the License Agreement's terms, conditions, and instructions when you use the attached EJCDC document. **Commencement of use of the attached document indicates your acceptance of these terms, conditions, and instructions.** If you do not agree to them, you should promptly return the materials to the vendor.
2. **This License Agreement applies to the attached document only. Other licensing terms and instructions may apply to other EJCDC documents.**
3. The Engineers Joint Contract Documents Committee ("EJCDC") provides **EJCDC Design and Construction Related Documents (including but not limited to the EJCDC document that is attached, and all other documents in the EJCDC Construction Series, Engineering Series, Design-Build Series, Remediation Series, Procurement Series, and Narrative Series)** and licenses their use worldwide. You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from **EJCDC Design and Construction Related Documents**.
4. You acknowledge that you understand that the text of the **EJCDC Design and Construction Related Documents** has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You further acknowledge that EJCDC documents are protected by the copyright laws of the United States.
5. Make sure that you have the correct word processing software for the attached EJCDC document, which is distributed in Microsoft Word (.doc) format.
6. EJCDC allows the end user wide discretion in using and editing the attached document, subject to the provisions of the License Agreement. You are advised, however, that EJCDC documents contain numeric and other cross-references, and that changes to one part of the document may affect other parts. It is solely your responsibility to assure the adequacy and consistency of the final document for your purposes.

### How to Use This Document:

1. Although EJCDC has made reasonable efforts to achieve uniformity of formatting, some document controls (e.g., bold, underline, font size, indentation, numbering, pagination, table of contents) may be affected by software versioning and translators, user settings, changes during editing, and other factors, and may require user intervention to restore intended format and appearance.
2. The term "Standard EJCDC Text" for the attached document generally refers to all text prepared by EJCDC in the main body of the document, and does not include covers, logos, footers, instructions, license agreement, copyright notices, Notes to Users, or text options. The content of document exhibits (if any) is not Standard EJCDC Text for this purpose.
2. If you do not alter the Standard EJCDC Text of the attached document, you may use it as published, with all EJCDC logos, footers, and copyright notices retained.
3. If you modify the Standard EJCDC Text of the attached document, you must follow the following instructions that address if, when, and how to show the changes to other parties.
4. During the drafting or negotiating process for the document, it is important that the two contracting parties are both aware of any changes that have been made to the Standard EJCDC Text. Thus if a draft of the document purports to be or appears to be an EJCDC document, the user must plainly show all changes to the Standard EJCDC Text, using "Track Changes" (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.
5. As between contracting parties, once the document is ready to be finalized (and if applicable executed by the contracting parties), it is no longer necessary to continue to show changes to the Standard EJCDC Text. The parties may produce a final version of the document in a format in which all changes are accepted, and the document at that point does not need to include any "Track Changes," redline/strikeout, highlighting, or other indication of additions and deletions to the Standard EJCDC Text.
6. If the attached document is revised or altered and then presented to others (such as potential bidders,

grant agencies, lenders, or sureties) as an EJCDC document, then the changes to the Standard EJCDC Text must be shown, or the third parties must receive access to a version that shows the changes.

7. The attached EJCDC document may contain “Notes to User,” bracketed comments, or prompts that provide instructions for filling in project-specific information, selecting the appropriate clause from a list of options, or making additions or deletions, or that give background information regarding a particular provision. The user may (and in most cases should) delete these notes, comments, and prompts during the drafting process. Deletion of such notes, comments, and prompts is not subject to the License Agreement requirement that additions or deletions to Standard EJCDC Text be shown clearly, and therefore does not need to be shown with “Track Changes,” redline/strikeout, highlighting, or other means of indicating changes, at any point in the drafting process.
8. The attached EJCDC document may contain exhibits that are to be used to set out project-specific provisions, such as scope of services, compensation, and insurance requirements. These exhibits are meant to be revised, supplemented, and altered by the user, or discarded if not applicable to the specific project. The text of the various exhibits is not considered Standard EJCDC Text and is not subject to the License Agreement requirement that additions or deletions to the Standard EJCDC Text be shown clearly, and therefore does not need to be shown with “Track Changes,” redline/strikeout, highlighting, or other means of indicating changes, at any point in the drafting process.
9. In a few instances the EJCDC Notes to User will instruct the user of a document to choose one of two or more text options in the main body of the document. In such cases the options that are not selected should be discarded or deleted, and not included in the final version of the document. Such discarding or deletion of text options is not subject to the License Agreement requirement that additions or deletions to Standard EJCDC Text be shown clearly, and therefore does not need to be shown with highlighting, redline/strikeout, or other means of tracking changes, at any point in the drafting process. Note, however, that the text that is selected (which in this scenario is in the main body of the document and not in an exhibit) is Standard EJCDC Text, and any revision or alteration of the text that is selected is subject to the License Agreement requirement that additions or deletions to Standard EJCDC Text be shown clearly.
10. The License Agreement typically is removed when a document is being prepared for use on a specific project. Such removal is not subject to the License Agreement requirement that additions or deletions to Standard EJCDC Text be shown clearly, and therefore does not need to be shown with highlighting, redline/strikeout, or other means of tracking changes, at any point in the drafting process. The terms of the License Agreement remain in effect regardless of whether it has been removed or remains attached to the document.

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e-mail: [aschwartz@nspe.org](mailto:aschwartz@nspe.org)

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**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

**TASK ORDER EDITION**

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

**TASK ORDER EDITION**

THIS IS AN AGREEMENT effective as of May 26, 2026 (“Effective Date of the Agreement”) between  
City of Laurel, MT (“Owner”) and  
Morrison – Maierle, Inc. (“Engineer”).

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

**1.01 Scope**

- A. Engineer’s services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

**1.02 Task Order Procedure**

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer’s services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, “Engineer’s Services for Task Order,” prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, “Engineer’s Services for Task Order,” as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.
- C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

## ARTICLE 2 – OWNER’S RESPONSIBILITIES

### 2.01 *General*

- A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer’s services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer’s services, the Work, the performance of any Constructor, or in Owner’s performance of its responsibilities under this Agreement.

## ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

### 3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for **5** years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

### 3.02 *Times for Rendering Services*

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

## ARTICLE 4 – INVOICES AND PAYMENTS

### 4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

### 4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner

shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

## **ARTICLE 5 – OPINIONS OF COST**

### *5.01 Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

### *5.02 Designing to Construction Cost Limit*

- A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

### *5.03 Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## **ARTICLE 6 – GENERAL CONSIDERATIONS**

### *6.01 Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures*
1. Engineer and Owner shall comply with applicable Laws and Regulations.
  2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date of the Task Order to Laws and Regulations;
    - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;
    - c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements 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, or any municipal entity or other person or entity, regarding 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.
- N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

#### 6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against Engineer that may be in any way connected to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

#### 6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and

subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

#### 6.05 *Insurance*

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
- B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.
- C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.

- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.
- E. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

#### 6.06 *Suspension and Termination*

##### A. *Suspension*

1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.
2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.
3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

##### B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
2. By Engineer:

- a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.
  - c. Engineer shall have no liability to Owner on account of such termination.
  - d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.
- D. *Termination for Convenience by Owner:* Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
- F. *Payments Upon Termination:*
- 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
  - 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out

costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Specific Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  - 3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):

1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.
6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

#### 6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific 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 Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, Limitations of Liability.**

- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer 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, any Task Order, or a Specific Project, from any cause or causes.

#### 6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

#### 6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.
- F. *Applicability to Task Orders*: The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:
  1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.
  3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
  4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
  5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
  6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
  7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by

Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
19. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. *Engineer*—The individual or entity named as such in this Agreement.
22. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
25. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Resident Project Representative*—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.
27. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
28. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

29. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.
30. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
31. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
32. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
36. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
37. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.

38. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Suggested Form of Task Order*

A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

### 8.02 *Exhibits Included:*

A. Exhibit A, Engineer’s Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order. ***[Note: The parties should prepare a specific, modified Exhibit A for each specific Task Order, state the scope of services for the Specific Project directly in the specific Task Order, or incorporate all or portions of Exhibit A by reference.]***

B. Exhibit B, Owner’s Responsibilities. This Exhibit applies to all Task Orders. ***[Note: In Paragraph 4, “Owner’s Responsibilities,” of the Task Order form, Owner and Engineer may modify or supplement the terms of the Agreement’s Exhibit B to suit the needs of the Specific Project.]***

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, “Payments to Engineer,” of the specific Task Order.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order. ***[Note: Incorporate this Exhibit with a specific Task Order if applicable; see Paragraph 2, “Engineer’s Services,” of the Task Order form, and Paragraph A1.05 of Exhibit A.]***

E. Exhibit E, Notice of Acceptability of Work. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer’s scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.

F. Exhibit F, Construction Cost Limit. Not used.

G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders. ***[Note: Include any special insurance requirements for a specific Task Order in Paragraph 8, “Other Modifications to the Agreement and Exhibits,” of the Task Order form.]***

H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.

- I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.
- J. Exhibit J, Special Provisions. This Exhibit is applicable to all Task Orders.
- K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

8.03 *Total Agreement*

- A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
- B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.**

OWNER:

By:

Print Name:

Title:

Date Signed:

Date Signed:

Address for Owner's receipt of notices:

DESIGNATED REPRESENTATIVE  
(Paragraph 8.04):

Title:

Phone Number:

E-Mail Address:

ENGINEER:

By:

Print Name:

Title:

Date Signed:

Engineer License or Firm's Certificate No. (if required):

State of :

Date Signed:

Address for Engineer's receipt of notices:

DESIGNATED REPRESENTATIVE  
(Paragraph 8.04):

Kurtis DeShaw

Title: Project Manager

Phone Number: 406-656-6000

E-Mail Address: kdeshaw@m-m.net

Task Order Form

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Page 19

**SUGGESTED FORM OF  
TASK ORDER**

This is Task Order No. _____, consisting of _____ pages.
--

**Task Order**

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***[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]***

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [ ] ("Agreement"), Owner and Engineer agree as follows:

**1. Background Data**

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project (title):
- e. Specific Project (description):

**2. Services of Engineer**

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

***[Select one of the following three options and delete the other two.]***

- set forth in Part 1—Basic Services of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

***[or]***

- as follows: [ ] ***[Note: Insert scope of services here, or incorporate by reference a scope of services set out in a separate document such as a letter or proposal.]***

***[or]***

- the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference: ***[Note: If this option is selected, include only those sections below that are part of Basic Services for the specific Task Order, and delete those sections below that do not apply.]***

- Study and Report Services (Exhibit A, Paragraph A1.01)
- Preliminary Design Phase (Exhibit A, Paragraph A1.02)

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**Task Order Form**

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- Final Design Phase (Exhibit A, Paragraph A1.03)
- Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
- Construction Phase Services (Exhibit A, Paragraph A1.05)
  - including Resident Project Representative (RPR) services (A1.05.A.2)
  - **[or]** [not including Resident Project Representative (RPR) services (A1.05.A.2)]
- Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
- Commissioning Services (Exhibit A, Paragraph A1.07)

B. Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

***[1. If RPR services are not in the scope of this Task Order, do not include any references to RPR services in Exhibit A (Paragraph A1.05.A.2) for this Task Order (or state “Does not apply” or similar), or in any other scope of services text or document.***

***2. If appropriate, modify Exhibit D for this specific Task Order, and attach it, rather than incorporating the Exhibit D that is included with the Agreement.]***

C. Designing to a Construction Cost Limit

***[If the design under this Task Order will be governed by a Construction Cost limit, then include the following clause, with blanks filled in, and thereby incorporate Exhibit F; if not, then delete the clause or indicate “Does not apply” or similar]]***

Under this Task Order Engineer will design to a Construction Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement and of Exhibit F to the Agreement. Exhibit F is expressly incorporated by reference. The Construction Cost Limit is \$\_\_\_\_\_. The bidding or negotiating contingency to be added to the Construction Cost Limit is \_\_\_\_\_ percent.

D. Other Services

Engineer shall also provide the following services: ***[Summarize or provide a brief description of other services (if any) that are to be provided by Engineer as Basic Services, but have not been addressed in Paragraphs 2.A through 2.C. If applicable, categorize such other services by phases, such as other Study and Report Phase Services, other Preliminary Design Phase Services, and so on. If all Basic Services have been covered in Paragraphs 2.A through 2.C, then indicate “None” here in 2.D, or delete 2.D in its entirety.]***

- E. All of the services included above comprise Basic Services for purposes of Engineer’s compensation under this Task Order.

**3. Additional Services**

- A. Additional Services that may be authorized or necessary under this Task Order are:

*[Select one of the following three options and delete the other two.]*

- set forth as Additional Services in Part 2—Additional Services, of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

*[or]*

- as follows: [ ] *[Note: Insert list of Additional Services here, or incorporate by reference a list of Additional Services set out in a separate document. Indicate whether advance authorization is needed, and include other governing terms and conditions.]*

*[or]*

- those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

**4. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: *[State any additions or modifications to Exhibit B for this Specific Project here.]*

**5. Task Order Schedule**

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: *[Revise and amend for each specific Task Order.]*

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish [ ] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [ ] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [ ] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [ ] days of the receipt of Owner’s comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish [ ] review copies of the Preliminary Design Phase documents,	Within [ ] days of Owner’s authorization to proceed with Preliminary Design Phase

	opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [ ] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [ ] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [ ] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [ ] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within [ ] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [ ] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

## 6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

***[Notes: 1. Delete line items that do not apply to this Task Order. 2. For each line item indicate either "Lump Sum," "Direct Labor," or "Hourly Rates" as the Basis of Compensation. 3. Cross-references are to Exhibit A. Revise if necessary, or***

*delete cross-references if Exhibit A is not used to establish the scope of services under this Task Order.]*

Description of Service		Amount	Basis of Compensation
1.	Basic Services (Part 1 of Exhibit A)	\$[ ]	[ ]
	a. Study and Report Phase (A1.01)	\$[ ]	[ ]
	b. Preliminary and Final Design Phase (A1.02, A1.03)	\$[ ]	[ ]
	c. Bidding or Negotiating Phase (A1.04)	\$[ ]	[ ]
	d. Construction Phase (A1.05)*	\$[ ]	[ ]
	e. Resident Project Representative Services* (A1.05.A.2).	\$[ ]	[ ]
	f. Post-Construction Phase (A1.06)	\$[ ]	[ ]
	g. Commissioning Phase (A1.07)	\$[ ]	[ ]
	h. Other Services (see A1.08, and 2.D above)	\$[ ]	[ ]
<b>TOTAL COMPENSATION (lines 1.a-h)</b>		\$[ ]	
2.	Additional Services (Part 2 of Exhibit A)	(N/A)	[ ]

*[Many of the line items under Line 1, Basic Services, will frequently be governed by a single Basis of Compensation; however, it is not unusual to have some variation among the services so the table allows the user to establish different bases of compensation for the various Basic Compensation phases (1.a-1.h).]*

\*Based on a [ ]-month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

**7. Consultants retained as of the Effective Date of the Task Order:**

**8. Other Modifications to Agreement and Exhibits:**

*[Supplement or modify Agreement and Exhibits, if appropriate.]*

**9. Attachments:**

**10. Other Documents Incorporated by Reference:**

**11. Terms and Conditions**

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is [  ].

OWNER:

ENGINEER:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Engineer License or Firm's  
Certificate No. (if required): \_\_\_\_\_  
State of: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

## Engineer's Services for Task Order

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### PART 1—BASIC SERVICES

#### A1.01 *Study and Report Phase Services*

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
  - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions: ***[List the specific potential solutions here.]***
  - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
  - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.
  8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
  9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
  10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."
  11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
  12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
  13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
  14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.
  15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

## A1.02 Preliminary Design Phase

### A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.

10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

#### A1.03 *Final Design Phase*

- A. As Basic Services, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
  2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
  3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
  4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
  5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of 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. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
  6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
  7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
  8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
  9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts

of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

#### A1.04 *Bidding or Negotiating Phase*

- A. As Basic Services, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
  2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
  3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
  4. Consult with Owner as to the qualifications of prospective contractors.
  5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
  6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or

other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
  8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

#### A1.05 Construction Phase

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. ***[If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D in the Task Order.]***
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings,

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Exhibit A – Engineer's Services

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information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or

schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
16. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and

compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
19. *Inspections and Tests*:
  - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
  - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
  - c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the

Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
  23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
  24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of

Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

#### A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
  2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

#### A1.07 *Commissioning Phase*

- A. As Basic Services, Engineer shall:
1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
  2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

3. Prepare operation and maintenance manuals.
4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

## **PART 2—ADDITIONAL SERVICES**

### *A2.01 Additional Services Requiring an Amendment to Task Order*

- A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
  2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
  4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
  5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
  6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:
  - a. detailed consideration of operations, maintenance, and overhead expenses;
  - b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
  - c. preparation of appraisals;
  - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
  - e. detailed quantity surveys of materials, equipment, and labor; and
  - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
  - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.
  - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

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**Exhibit A – Engineer's Services**

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15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.

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**Exhibit A – Engineer's Services**

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30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
- B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
  2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
  5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
  6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
  7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
  8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated 5/26/2026.

## **Owner's Responsibilities**

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Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

### **B2.01 Specific Responsibilities**

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - a. Property descriptions.

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**Exhibit B– Owner's Responsibilities**

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- b. Zoning, deed, and other land use restrictions.
  - c. Utility and topographic mapping and surveys.
  - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
  - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
  - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
  6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
    - a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
    - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
    - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
  7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
  8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

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**Exhibit B– Owner's Responsibilities**

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9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
16. Place and pay for advertisement for Bids in appropriate publications.
17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

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**Exhibit B– Owner's Responsibilities**

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20. Perform or provide the following: *[Here list any additional Owner responsibilities]*.

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**Exhibit B– Owner's Responsibilities**

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This is **EXHIBIT C**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated 5/26/2026].

## **Payments to Engineer for Services and Reimbursable Expenses**

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Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

### **ARTICLE 2 – OWNER'S RESPONSIBILITIES**

#### *C2.01 Basis of Compensation*

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
  1. Lump Sum (plus any expenses expressly eligible for reimbursement)
  2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
  3. Direct Labor Costs Times a Factor - Not used

#### *C2.02 Explanation of Compensation Methods*

##### *A. Lump Sum*

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services. In general, this is the method that will be used for studies and design phase services. Payment methods will be defined at each task order.
2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category: None.
4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. *Standard Hourly Rates*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1. *In general, this is the method that will be used for construction phase services. Payment methods will be defined in each task order.*
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually or bi-annually (as of January 1 and July 1 of each year) to reflect equitable changes in the compensation payable to Engineer.

C. *Direct Labor Costs Times a Factor – Not used.*

C2.03 *Reimbursable Expenses*

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.
- B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or

other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.

- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of 1.1.
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of 1.1.
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

#### C2.04 *Serving as a Witness*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of (to be determined at the time times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

#### C2.05 *Other Provisions Concerning Payment*

- A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*
  - 1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  - 2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated 5/26/2026.

## Reimbursable Expenses Schedule



Standard Billing Rate Schedule  
Rates Effective  
January 1, 2026 – June 30, 2026

EQUIPMENT RATES	
Company Vehicle: highway miles - Pickups	\$ .985/mile
highway miles – Medium SUV	\$ .839/mile
highway miles - Small SUV	\$ .685/mile
highway miles - Sedan	\$ .664/mile
on-site mileage	\$ .664/mile plus \$5.00/hour
Private Vehicle	\$ .725/mile
ATV	\$50.00/day
UTV	\$100.00/day
Survey-Grade GNSS (1 Receiver)	\$120.00/day
Survey-Grade GNSS (2 Receivers)	\$30.00/hour, \$240.00/day
Resource-Grade (GIS) GNSS Receivers	\$65.00/day
Hovermap LIDAR Scanner	\$50.00/hour, \$400.00/day
Robotic Total Station	\$30.00/hour, \$240.00/day
Total Station	\$80.00/day
Trimble SX10 Scanning Total Station	\$40.00/hour, \$300.00/day
Trimble SX12 Scanning Total Station	\$40.00/hour, \$300.00/day
FARO Focus 3D Laser Scanner	\$50.00/hour, \$400.00/day
Hydrolite – TM Echosounder Kit	\$100.00/day
Raft-Hydro-Bathy Surveys	\$100.00/day
sUAS Survey Drone	\$50.00/hour, \$400.00/day
Nuclear Density Meter	\$15.00/hour, \$50.00/day, \$200.00/week
Airflow Balancing Hood	\$75.00/day
Core Drill	\$10.00/foot
Digital Level	\$50.00/day
Hammer Drill	\$30.00/day
HYDROLOGICAL EQUIPMENT	
Conductivity Meter	\$15.00/day
Disposable Batters	\$10.00/each
Dissolved Oxygen Meter	\$20.00/day
PH Meter	\$15.00/day
PH/Temp/Conductivity Meter	\$25.00/day
Water Sample Fee	\$10.00/each
In Situ Level Troll 700	\$63.00/day, \$250.00/week
AquaCalc Pro	\$60.00/day, \$120.00/week
Marsh McBirney 2000 Flowmeter	\$60.00/day, \$120.00/week
Global Water FP 111 Flowmeter	\$25.00/day, \$75.00/week
Submersible Pump (Redi Flo 2)	\$155.00/day
Water Level Meter, 300 Ft.	\$25.00/day, \$50.00/week
Water Level Meter, 500 Ft.	\$35.00/day, \$75.00/week
Oil/Water Interface Well Probe	\$40.00/day, \$120.00/week
Hach Flo-Dar (logger & sensor)	\$400.00/week, \$1,000.00/month
Rain Gauge Sensor	\$15.00/week, \$60.00/month
PRINTING EXPENSES	
Black & White Copies	\$ .10/8.5X11, \$ .13/8.5x14, \$ .20/11x17
Color Copies	\$ .20/8.5X11, \$ .20/8.5x14, \$ .40/11x17
Binding	\$ .25/each
Lamination	\$1.00/each
Oversize Print Black & White	\$5.00/each
Oversize Print Color	\$6.00/each
Print & Basic Mount	\$12.00/each
Print & Machine Mount	\$20.00/each
Print, Machine & Laminate White Board	\$32.00/each
MISCELLANEOUS EXPENSE	
Lodging	Current Rates
Meals	\$63.00/day

Materials and other direct costs will be invoiced at current rates plus minimum 10% markup. The following are included as direct costs: approved employee meals, lodging, transportation, premium delivery services (UPS, Federal Express, etc.), testing and survey supplies, premiums for special insurance, performance bonds, and consultants. Cost of professional liability insurance is included in the hourly rates of personnel.

This is **Appendix 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated 5/26/2026.

## Standard Hourly Rates Schedule



Standard Rate Schedule  
Effective Through  
June 30, 2026

		Standard Rate	Overtime Rate	
<b>Administration</b>	Administrative Coordinator	100.00	150.00	
	Grant Manager	125.00	125.00	
	Graphic Designer	125.00	125.00	
	Project Coordinator	110.00	165.00	
	Safety Administrator	160.00	160.00	
	Technical Intern	88.00	132.00	
<b>Designer and Technician</b>	Senior ICT Designer	255.00	255.00	
	Senior Engineering Designer	190.00	190.00	
	Engineering Designer	130.00	130.00	
	CAD Designer III	180.00	180.00	
	CAD Designer II	149.00	149.00	
	CAD Designer I	136.00	204.00	
	CAD Tech III	133.00	199.50	
	CAD Tech II	115.00	172.50	
	CAD Tech I	104.00	156.00	
<b>Distribution</b>	Senior Distribution Designer	255.00	255.00	
<b>Engineer</b>	Supervising Engineer V	305.00	305.00	
	Supervising Engineer IV	297.00	297.00	
	Supervising Engineer III	270.00	270.00	
	Supervising Engineer II	260.00	260.00	
	Supervising Engineer I	245.00	245.00	
	Senior Engineer II	230.00	230.00	
	Senior Engineer I	205.00	205.00	
	Design Engineer II	194.00	194.00	
	Design Engineer I	174.00	174.00	
	Engineer Intern II	145.00	145.00	
	Engineer Intern I	130.00	130.00	
<b>Planner</b>	Supervising Senior Planner	241.00	241.00	
	Senior Planner	212.00	212.00	
	Planner III	162.00	162.00	
	Planner II	148.00	148.00	
	Planner I	130.00	130.00	
<b>Resident Project Representative</b>	Senior Resident Project Representative	196.00	196.00	
	Resident Project Representative II	180.00	180.00	
	Resident Project Representative I	143.00	214.50	
<b>Scientist</b>	Supervising Geologist	284.00	284.00	
	Senior Geologist	238.00	238.00	
	Geologist III	212.00	212.00	
	Geologist II	172.00	172.00	
	Geologist I	147.00	147.00	
	Environmental Scientist III	197.00	197.00	
	Environmental Scientist II	149.00	149.00	
	Environmental Scientist I	129.00	129.00	
<b>Surveyor</b>	Survey Group Leader	243.00	243.00	
	Survey Group Office Leader II	184.00	184.00	
	Survey Group Office Leader I	174.00	174.00	
	Land Surveyor IV	177.00	177.00	
	Land Surveyor III	168.00	168.00	
	Land Surveyor II	155.00	155.00	
	Land Surveyor I	125.00	125.00	
	Survey Technician IV	118.00	177.00	
	Survey Technician III	114.00	171.00	
	Survey Technician II	111.00	166.50	
	Survey Technician I	100.00	150.00	
	<b>Expert Witness</b>	Recommended rate for expert witness services (depositions and/or time in court) is charged at an hourly rate of 150-200% of the standard billing rate.		

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and**

## **Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

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The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

### D1.01 *Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, as incorporated in this Task Order, are applicable.
- C. The duties and responsibilities of the RPR are as follows:
  - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
  - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
  - 4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR’s own personal safety while at the Site.

5. *Liaison*

- a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
- b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
- c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,

7. *Shop Drawings and Samples*

- a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
- b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
- c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work*

- a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Specific Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Specific Project in whole or in part.

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated 5/26/2026.



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**NOTICE OF ACCEPTABILITY OF WORK**

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SPECIFIC PROJECT:

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OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

**NOTICE DATE:**

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To: \_\_\_\_\_  
OWNER

And To: \_\_\_\_\_  
CONTRACTOR

From: \_\_\_\_\_  
ENGINEER

---

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, \_\_\_\_\_, and the following terms and conditions of this Notice.

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: \_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_  
\_\_\_\_\_



This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated 5/26/2026.

## Insurance

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Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

### G6.05 Insurance

A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability –

1)	Bodily injury, each accident:	\$1,000,000
2)	Bodily injury by disease, each employee:	\$1,000,000
3)	Bodily injury/disease, aggregate:	\$1,000,000

c. General Liability –

1)	Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
2)	General Aggregate:	\$5,000,000

d. Excess or Umbrella Liability –

1)	Each Occurrence:	\$5,000,000
2)	General Aggregate:	\$5,000,000

e. Automobile Liability – Combined Single Limit  
(Bodily Injury and Property Damage): \$1,000,000

f. Professional Liability –

1)	Each Claim Made:	\$3,000,000
2)	Annual Aggregate:	\$1,000,000

g. Other (specify): N/A

2. By Owner:

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### Exhibit G - Insurance

a.	Workers' Compensation:	Statutory
b.	Employer's Liability –	
	1) Bodily injury, each accident	\$1,000,000
	2) Bodily injury by disease, each employee	\$1,000,000
	3) Bodily injury/disease, aggregate	\$1,000,000
c.	General Liability –	
	1) General Aggregate:	\$3,000,000
	2) Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
d.	Excess Umbrella Liability --	
	1) Each Occurrence:	\$ _____
	2) General Aggregate:	\$ _____
e.	Automobile Liability –	
	1) Combined Single Limit (Bodily Injury and Property Damage):	\$1,000,000
	Each Accident	\$1,000,000
f.	Other (specify):	\$ _____

B. Additional Insureds:

1. Engineer and the Consultants identified in the Task Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds.
2. During the term of each Task Order the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy.

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**Exhibit G - Insurance**

This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated 5/26/2026.

## **Dispute Resolution**

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Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

### H6.09 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, including any Task Order, or the breach thereof ("Disputes") to mediation by a mutually agreeable mediator. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution method of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated 5/26/2026.

## **Limitations of Liability**

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Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

In recognition of the relative risks, rewards and benefits of the Project to both the OWNER and the ENGINEER, the risks have been allocated such that the OWNER agrees that ENGINEER'S total liability to OWNER for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes, shall not exceed an amount equal to the ENGINEER'S total compensation under this an individual Task Order for the work performed under that Task Order or the total amount of \$100,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising.

*Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for 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, the Task Order, or the Specific Project, from any cause or causes.

*Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Specific Project.

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**Exhibit I – Limitations of Liability**

**EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.  
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and American Society of Civil Engineers. All rights reserved.**

This is **EXHIBIT J**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 5/26/2026.

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**Special Provisions**

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None.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated 5/26/2026.

**Amendment To Task Order No. \_\_\_\_\_**

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**1. Background Data:**

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project:

**2. Description of Modifications**

*[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]*

- a. Engineer shall perform the following Additional Services: [ ]
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: [ ]
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: [ ]
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: [ ]
- e. The schedule for rendering services under this Task Order is modified as follows: [ ]
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: [ ]

***[List other Attachments, if any]***

**3. Task Order Summary (Reference only)**

- a. Original Task Order amount:            \$[    ]
- b. Net change for prior amendments:    \$[    ]
- c. This amendment amount:                \$[    ]
- d. Adjusted Task Order amount:           \$[    ]

---

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER:

ENGINEER:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date  
Signed: \_\_\_\_\_

Date  
Signed: \_\_\_\_\_

**File Attachments for Item:**

**7. Mayor:** Resolution- A Resolution Of The City Council Authorizing The Mayor to Sign An Agreement With Taylor Nicastro Browne, LLC For The Provision Of Civil City Attorney Legal Services For The City Of Laurel.

**RESOLUTION NO. R26-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH TAYLOR NICASTRO BROWNE LLC. FOR THE PROVISION OF CIVIL CITY ATTORNEY LEGAL SERVICES FOR THE CITY OF LAUREL.**

BE IT RESOLVED by the City Council of the City of Laurel, Montana,

Section 1: Approval. The Agreement between the City of Laurel and Taylor Nicastro Browne, LLC, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor and the City Clerk of the City of Laurel are hereby given authority to execute the Agreement on behalf of the City.

Introduced at a regular meeting of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the \_\_\_\_\_ day of \_\_\_\_\_ 2026.

APPROVED by the Mayor the \_\_\_\_\_ day of \_\_\_\_\_ 2026.

CITY OF LAUREL

\_\_\_\_\_  
Dave Waggoner, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Strecker, Clerk-Treasurer

Approved as to form:

\_\_\_\_\_  
Michele Braukmann, Civil City Attorney



Ryan C. Addis  
[raddis@tnb-mt.com](mailto:raddis@tnb-mt.com)  
Greyson D. Hill  
[ghill@tnb-mt.com](mailto:ghill@tnb-mt.com)

1501 14th Street West, Suite 200  
Billings, Montana 59102  
(406) 389-6262  
(406)389-6240 (Fax)

May 15, 2026

Kelly Strecker  
Clerk-Treasurer  
City of Laurel  
P.O. Box 10  
Laurel, MT 59044

**SENT VIA E-MAIL ONLY - [kstrecker@laurel.mt.gov](mailto:kstrecker@laurel.mt.gov)**

**RE:** Engagement Agreement for Legal Services- Civil City Attorney Services-  
City of Laurel, Montana

Dear Ms. Strecker:

This letter follows our April 17, 2026 Letter of Interest & Response to Request for Proposals 2026, and May 14, 2026 interview regarding providing Civil City Attorney services for the City of Laurel. The Taylor Nicastro Browne LLC law firm welcomes the opportunity to engage with the City to provide these services, and attorneys Ryan C. Addis and Greyson D. Hill are prepared to immediately jointly serve in this role.

Enclosed for the City's review is an Engagement Agreement setting out the general terms of the proposed representation and engagement of our legal services.

If the terms set forth therein are acceptable, please execute the same to confirm the engagement and return a copy of the signature page(s) at your convenience. Please contact us regarding any questions about the Agreement; our contact information is below the letterhead.

Respectfully Submitted,

Ryan C. Addis

Greyson D. Hill

Encl.



Ryan C. Addis  
[raddis@tnb-mt.com](mailto:raddis@tnb-mt.com)  
Greyson D. Hill  
[ghill@tnb-mt.com](mailto:ghill@tnb-mt.com)

1501 14th Street West, Suite 200  
Billings, Montana 59102  
(406) 389-6262  
(406)389-6240 (Fax)

## **ENGAGEMENT AGREEMENT FOR CIVIL LEGAL SERVICES**

This Engagement Agreement for Civil Legal Services (“Agreement”) is made and entered into this \_\_\_\_ day of May, 2026 by and between the City of Laurel, Montana, P. O. Box 10, Laurel, MT 59044 (the “City”) and the law firm Taylor Nicaastro Browne LLC (the “Firm”) through its attorneys Ryan C. Addis, 5204 Clemson Drive, Billings, MT 59106 and Greyson D. Hill, 1527 Pinyon Dr., Laurel, MT 59044 (the “Attorneys”).

In consideration of the mutual covenants and considerations set forth herein, the parties agree as follows:

### **1. Scope of Representation**

The Firm by and through the Attorneys agrees to provide the City with civil legal services, being those statutory duties provided for in Mont. Code Ann. § 7-4-4604 that are civil in nature, which includes:

1. Drafting and filing civil cases on behalf of the City relating to City Ordinances;
2. Drafting and or review of contracts;
3. Drafting and or review of ordinances and resolutions;
4. Providing to the Mayor or City Council written opinions or questions pertaining to the duties, and to the rights, liabilities and powers of the City;
5. Performing other duties that pertain to the functions of the City Council or that the City Council prescribes by resolution;
6. The review of labor contracts for such purposes as ensuring applicable law is being followed;

7. Consult with the City officers and department to provide legal advice and opinions as to City business;
8. Provide preliminary legal opinions of any potential lawsuit, if requested;
9. Attend City Council meetings when requested, as well as special board meetings, Police Commission hearings, or other official City Business meetings as requested;
10. Other permissible and proper duties and functions as the City Council may request.

Services **excluded** from the scope of representation are criminal legal services, being those statutory duties provided for in Mont. Code Ann. § 7-4-4604 that are criminal in nature, which includes:

1. Appear before the City Court and other Courts and prosecute on behalf of the City; and serve upon the Attorney general within 10 days of the filing or receipt a copy of any notice of appeal that the City Attorney files or receives in a criminal proceeding;
2. Appear on behalf of and represent the City before: (a) the City judge in all criminal matters and proceedings within the jurisdiction of the City Court, whether or not a jury or opposing counsel is present; and (b) the District Judge of the 22<sup>nd</sup> Judicial Court on all appeals from City Court to such district Court;
3. Act as the City's criminal prosecutor in all such criminal proceedings;
4. Perform those services customarily performed by a misdemeanor criminal prosecutor, including without limitation background investigation and review of police investigative information, negotiation with criminal defendants or their legal counsel, interview witnesses and review evidence and generally prepare for and attend all criminal hearings, proceedings and trials before the City Court, all as deemed appropriate and necessary by the Attorney or as required by order of the City judge in any such criminal matters;
5. Act on behalf of the State of Montana during license reinstatement hearings in District Court filed under MCA 61-8-403 when the underlying cases are pending in City Court;
6. Provide necessary legal update training to law enforcement to ensure current laws and procedures are being followed;

All documents created by the Firm/Attorneys pursuant to the scope of representation shall be proprietary to the City of Laurel and shall remain exclusively for the City in either digital or hardcopy format.

The City’s relationship contacts at Taylor Nicastro Browne LLC are attorneys Ryan C. Addis and Greyson D. Hill. Other attorneys, paralegals, and legal professionals at the Firm may also provide work on assigned matters.

The Firm and Attorneys will endeavor to provide exceptional and efficient legal representation, but make no guarantees or representations regarding the ultimate outcome of any legal services performed pursuant to this scope of representation.

## **2. Responsibilities of the Firm and Attorneys**

The Firm/Attorneys will represent the City in a professional, competent, diligent, and efficient manner. The Firm/Attorneys will keep the City reasonably informed about developments in the representation and will consult with the City regarding significant or impactful decisions. The Firm/Attorneys will maintain confidentiality consistent with Montana law, the City’s requirements, and as the applicable rules of professional conduct for the practice of law in Montana require.

## **3. Responsibilities of the City**

The City agrees to provide the Firm/Attorneys with complete and accurate information, preserve relevant documents and electronic data, respond promptly to requests, and appear as required. The City shall provide the Firm/Attorneys with a City email address which will be regularly monitored by the Firm/Attorneys for all City-related business and/or communications.

## **4. Fees and Billing**

No retainer is required. Fees for the legal services performed by the Firm/Attorneys are billed on an hourly basis using 1/10-hour (or 6-minute) increments pursuant to the following hourly rates:

Partner/Junior Partner	\$225.00
Associate Attorney	\$210.00
Paralegal	\$110.00

The Firm/Attorneys shall provide an invoice to the City Clerk on or before the 26<sup>th</sup> of each month. Other reasonable and necessary expenses and out-of-pocket costs including postage, copies, the cost of court filing, service, transcripts, court reporters, experts, consultants, e-discovery hosting, travel expenses, messengers, photocopying, computerized services, or any other fees outside of the general hourly fee shall be listed on the invoice and shall be paid by the City accordingly.

Questions or concerns regarding the contents of monthly billing statements should be addressed to the Firm/Attorneys. Statements that are not paid within thirty (30) days after receipt will accrue interest on the unpaid balance at the rate of one percent (1%) per month.

## **5. Office Hours**

The Firm/Attorneys shall provide the Mayor with a schedule of office hours and availability. The Firm/Attorneys shall be available to Department Heads via email, telephone, or in person as needed during office hours set forth by the Attorneys and the Mayor.

## **6. Term**

This agreement is for two (2) years, effective and commencing May 26, 2026, and terminating as of 11:59 p.m. on May 23, 2028, unless sooner terminated as provided in Paragraph 7.

## **7. Termination of Representation**

The Attorneys shall hold office for an appointment of two (2) years unless suspended or removed as provided by law. The Attorneys may be suspended or removed from office by the City Council for the neglect, violation, or disregard of the duties required by state law or City ordinances. The Firm/Attorneys may terminate the representation due to non-payment, payment irregularities, a breakdown in communication and cooperation by the City impairing the Firm's/Attorneys' ability to carry out the representation, or if it is insisted that the Firm/Attorneys pursue objectives which the Firm/Attorneys consider repugnant, imprudent, unprofessional, unethical, or contrary to the law. Alternatively, this Agreement may be terminated immediately upon the written mutual consent of both parties. Regardless of who terminates the relationship or why, fees, costs, and expenses incurred through the date of termination must be paid, prorated to the date of such termination.

## **8. Conflict of Interest**

The Firm/Attorneys have ethical duties that involve the identification and avoidance of conflicts of interest on behalf of the Firm's current and former clients. The Firm/Attorneys will search their database for conflicts of interest as necessary and inform the City of the results of the search. Should a conflict be identified, the Firm/Attorneys will take appropriate steps consistent with those ethical duties, which may include obtaining consent and waiver, implementing screening measures, limiting or declining the representation, or, with respect to the affected matter- assisting the City in securing alternative counsel.

## **9. No Employer/Employee Relationship**

The Firm/Attorneys represent and warrant to the City that the Firm/Attorneys are independent contractors regularly engaged in the business and profession of rendering legal services to third parties in exchange for fee compensation and are comprised of one or more attorneys duly licensed and authorized to practice law in the State of Montana. Nothing contained in this agreement is intended to create, nor shall it be construed or interpreted to

create, the relationship of employer and employee between the City and the Firm/Attorneys, and the Firm/Attorneys are and shall remain at all time solely responsible for all income tax, workers compensation and unemployment compensation premiums and all other payroll costs and deductions associated with providing all or any part of the contracted services under this agreement. The Attorneys are responsible for maintaining all legal credentials and training to include all CLE hours necessary to maintain their law licenses.

#### **10. No Collective Bargaining**

This Agreement specifically does not include representation in the collective bargaining process.

#### **11. Forum and Venue Selection**

This engagement is governed by the laws of the State of Montana, and any disputes shall be resolved in the courts located in Yellowstone County, Montana.

#### **12. Entire Agreement**

This Agreement constitutes the entire agreement of the parties and supersedes all oral and written agreements and understandings made and entered into by the parties prior to the date of this Agreement. Except as herein otherwise provide, no subsequent alteration, amendment, change, or addition to this agreement shall be binding unless reduced to writing and signed by the parties. Neither party shall assign all or any part of this Agreement or any service to be performed or payment to be made hereunder, to any third party without the advance written consent of the other party. Any term of this agreement that, by its nature extends beyond expiration or termination hereof shall remain in effect until fulfilled and shall bind the parties and their legal representatives, successors and permitted assigns.

**SIGNATURES FOLLOW**

**APPROVED** by the Council of the City of Laurel on the \_\_\_\_ day of May, 2026, authorizing the Mayor to execute this Agreement, and **SIGNED** by the City, and the Firm and Attorneys on the \_\_\_\_ day of May, 2026.

**City of Laurel**

**Taylor Nicastro Browne LLC- Attorneys**

\_\_\_\_\_  
Dave Waggoner, Mayor

\_\_\_\_\_  
Ryan C. Addis, Attorney at Law

\_\_\_\_\_  
Greyson D. Hill, Attorney at Law

**ATTEST:**

\_\_\_\_\_  
Kelly Strecker, City Clerk-Treasurer