

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of February, 2022, by and between the **CITY OF MISSOULA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 435 Ryman St., Missoula, MT 59802, referred to here as “City,” and Sno.Engineering, Inc. d/b/a SE Group, PO Box 2729, 323 W. Main Street, Suite 202, Frisco, Colorado 80443, hereinafter referred to as “Consultant.”

RECITALS

WHEREAS, the City desires to utilize Consultant to furnish independent master planning and financial analysis services in connection with the Marshall Mountain Park Project; and

WHEREAS, Consultant has represented to the City that Consultant has the necessary expertise to furnish said services and has available to Consultant the necessary staff and resources to perform the independent services in a timely manner consistent with the nature of the project.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **Purpose:** City desires to have Consultant perform professional services for the master planning and financial analysis of Marshall Mountain Park.
2. **Effective Date and Term:** This Agreement is effective upon the date of its execution by both parties and will terminate on the 31 day of December, 2022, or upon 30 days’ notice by the City to Consultant of its desire to terminate the Agreement by giving such notice to Consultant’s designated liaison identified below. The Term of this Agreement may be extended by mutual agreement of the parties by executing an amendment to this Agreement in writing.
3. **Scope of Work:**
 - a. Consultant will perform the work and provide the services in accordance with the requirements of the Scope of Services attached here to as Exhibit A; and
 - b. If authorized in writing as provided in this subsection, Consultant shall also furnish additional services. To the extent additional services have been identified at the time of executing this Agreement, they are itemized in Exhibit A and will be paid for by City as indicated in Section 4. As further additional services are requested of Consultant, this Agreement may be modified and subject to mutual consent by execution of an addendum by authorized representatives of both parties, setting forth the additional scope of services, their performance time schedule, and the compensation for such services.
4. **Payment:**
 - a. City agrees to pay Consultant an amount not to exceed One-Hundred Thirty Thousand Dollars (\$130,000) for services outlined in Exhibit A in accordance with the terms and

conditions laid out in Exhibit B – Compensation, and Consultant shall be compensated for additional services authorized pursuant to Section 3.b. above, which have not been identified at the time of executing this Agreement as more particularly described in a fully approved and executed addendum to this Agreement. Payment for work beyond that described in Exhibit A or as contained in a fully approved and executed addendum to this Agreement is expressly denied without prior written authorization from City. Such authorization must include signature of the Mayor.

b. Consultant shall submit monthly statements for basic and additional services rendered. City shall pay Consultant within 30 days of receipt of an itemized invoice for the services rendered or shall notify Consultant of any dispute by City concerning the performance of any services and the basis therefore and shall pay Consultant within thirty days for the services not in dispute. If any items are disputed by City, Consultant and representatives of City shall meet and confer regarding the disputed items within ten business days after City notifies Consultant of the services in dispute. City shall pay for any disputed services for which the dispute has been resolved to the satisfaction of the City within thirty days after such resolution.

5. Independent Contractor Status: The parties agree that Consultant, is an independent contractor for purposes of this agreement and the parties agree that Consultant is and shall be an independent contractor when performing services pursuant to this agreement. Consultant is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Consultant is not authorized to represent the City or otherwise bind the City in any dealings between Consultant and any third parties.

Consultant shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Consultant shall maintain workers' compensation coverage for all members and employees of Consultant's business, except for those members who are exempted by law.

Consultant shall furnish the City with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

6. Indemnity and Insurance: For other than professional services rendered, to the fullest extent permitted by law, Consultant agrees to defend, indemnify, and hold the City harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Consultant or Consultant's agents or employees.

For the professional services rendered, to the fullest extent permitted by law, Consultant agrees to indemnify and hold the City harmless against claims, demands, suits, damages, losses, and

expenses, including reasonable defense attorney fees, to the extent caused by the negligence or willful misconduct of the Consultant or Consultant's agents or employees.

For this purpose, Consultant shall provide City with proof of Consultant's liability insurance issued by a reliable company or companies for personal injury and property damage in amounts not less than as follows:

- Workers' Compensation—statutory
- Commercial General Liability—\$1,000,000 per occurrence; \$2,000,000 annual aggregate
- Automobile Liability—\$1,000,000 property damage/bodily injury; \$2,000,000 annual aggregate
- Professional Errors and Omissions Liability—\$1,000,000 per claim; \$2,000,000 annual aggregate

City shall be included or named as an additional or named insured on the Commercial General and Automobile Liability policies. The insurance must be in a form suitable to City.

7. Professional Service: Consultant agrees that all services and work performed under this agreement will be accomplished in a professional manner, in accordance with the accepted standards of Consultant's profession.

8. Compliance with Laws: Consultant agrees to comply with all federal, state and local laws, ordinances, rules and regulations.

9. Nondiscrimination and Affirmative Action: Consultant agrees and shall comply with the following Non-Discrimination and Affirmative Action policies:

NON-DISCRIMINATION. All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation, or gender identity/expression, except where these criteria are reasonable bona fide occupational qualifications.

AFFIRMATIVE ACTION POLICY. Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

The City's Affirmative Action Policy Statement is:

The Mayor of the City of Missoula or the Mayor's designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, sexual orientation, gender identity or expression, or marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment

opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an “affected” class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees and applicants.

10. Default and Termination: If either party fails to comply with any condition of this agreement at the time or in the manner provided for, the other party, at its option, may terminate this agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this agreement.

11. Modification and Assignability: This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written agreement, may be considered valid or binding. This agreement may not be enlarged, modified or altered except by written amendment signed by both parties hereto. The Consultant may not subcontract or assign Consultant’s rights, including the right to compensation or duties arising under this agreement, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this agreement.

12. Ownership and Publication of Materials: All reports, information, data, and other materials prepared by the Consultant pursuant to this agreement are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Consultant for the specific purpose intended will be at the City’s sole risk and without liability or

legal exposure to the Consultant. No material produced in whole or in part under this agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

13. Liaison: designated liaison with Consultant is Ellie Wachtel, and Consultant's designated liaison with City is Nathan McLeod.

14. Previous Agreements: This Agreement constitutes the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof. There are no promises, terms, conditions, or obligations, other than contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.

15. Applicability: This agreement and any extensions of it shall be governed and construed in accordance with the laws of the State of Montana.

WITNESS, the parties here have executed this instrument the day and year first above written.

CONSULTANT:

Sno.Engineering, Inc. d/b/a SE Group

CITY:

City of Missoula, Montana



Mark D. Kane, Director

John Engen

ATTEST BY CITY CLERK:

APPROVED AS TO FORM:

Martha L. Rehbein, CMC, City Clerk

Jim Nugent, City Attorney

(SEAL)

EXHIBIT A

MARSHALL MOUNTAIN PARK PROJECT

SCOPE OF WORK

PART I – BASE CONTRACT

Phase 1: Assessment

Phase 1 lays the groundwork for this process, establishing our understanding of the site, baseline conditions, existing infrastructure, and the market opportunity. These assessments will also ground the visioning in important realities, the condition of existing infrastructure, climate change, and natural resources that must be balanced with recreational development. In this phase, we will document known issues, identify lingering unknowns, establish high level costs for necessary rehabilitation projects, and outline further studies and assessments beyond the scope of this plan that may be necessary as the project moves ahead. The most critical objective for this phase is to identify critical path issues that can materially drive or shape the development of a new recreational program. As such, while the assessment will be comprehensive, it will also rely largely on available public information and professional judgement based on the site visit.

Two rounds of stakeholder meetings are included in this phase, with stakeholder interviews occurring as part of the assessment process and a group meeting during the site visit.

1. Initial Kickoff

We would virtually meet with the City and primary partners to launch the process. During this meeting we would discuss scope, timelines, project coordination plan and messaging, data needs, stakeholders, and any recent developments we need to be aware of.

2. Mapping

We understand the City has conducted significant mapping work for Marshall Mountain. We would establish a OneDrive file for the City to share these maps and shapefiles (trails, lifts, property boundaries, collected resource data, elevation data, logging routes, culverts, utilities) and would develop new maps as necessary for master planning. We would pull available data for the Jacobs parcel but understand the data for that land may not be as complete.

3. Building Assessment

We will follow up on the previously completed building inspections with a structural, MEP (mechanical, electrical and plumbing), and architectural assessment of the Saloon Lodge building and each out-building. This will also include coordination with the SHPO to understand historic resources. The review of the main lodge building will be higher level. We will provide a narrative of existing conditions and potential upgrades or deferred maintenance.

4. Utilities Assessment

We will assess the condition and capacity of existing site utilities and infrastructure through research from available site documentation and utility bills. We will conduct our assessment with an eye towards future demands as a recreation area, including three-phased power to operate lifts. We will visit the site to review existing infrastructure where possible and will provide a narrative of existing conditions and potential upgrades or deferred maintenance concerns.

5. Site Assessment

We will analyze the slope, aspect, vegetation, and soils of the site to understand the feasibility of development for buildings, different types of recreational activities, and infrastructure. This assessment will also look at available parking and visitor circulation through the property. We will also review existing stormwater flows within the property and assess site drainage and runoff conditions from parking areas, ski trails and other developed areas within the property. We would review data from the Montana Cultural Resource Database and reach out to SHPO about cultural and historical resources as part of this task. Given that this assessment needs to be conducted during the winter/spring months to stick with the project timeline, the work will rely on best available mapping and site documentation information, and observations from additional site visits by the engineering team.

6. Recreational Infrastructure and Use Assessment

We will analyze the existing recreational infrastructure, offering, and use of the area. We will look at the condition of the lifts and other facilities. We will review the existing trail network and the experience provided by the trails (i.e., range of difficulty levels, trail characters) and the draft trail alignments prepared by MTB Missoula. We will meet with representatives of MTB Missoula and the City Parks and Recreation to gather available data and understand existing use of the area, maintenance requirements, conflicts among user groups, visitation levels and patterns, and gaps in the existing offering or connectivity for mountain bikers and other users. We will also review historical information on Marshall Mountain's operation as a ski area. This assessment will be a combination of desktop analysis and on-site assessment during the site visit. This assessment will also consider the suitability of the area for hosting events and programming.

7. Land Management and Permitting Requirements

We will review existing zoning and planning from the City of Missoula and Missoula County, the terms of the Five Valley Land Trust and Izzy Dog ownership, and management prescriptions of the adjacent Lolo National Forest and the ski area special use permit. We will work from the information that has already been pulled by the City of Missoula. Implications for allowable uses and development on the property will be summarized. We will also meet with a representative from the Lolo National Forest to discuss the project, the special use permit, resource concerns, and potential connectivity to opportunities on the National Forest. A site survey is not included under this base contract.

8. Climate Change and Natural Resources Assessment

It is imperative that this plan respond to our climate realities and respect the natural resources on the property. SE Group will complete an analysis of the climate change impacts forecast for Marshall Mountain and the Missoula area. Areas to explore include predicted winter temperatures and precipitation rates, particularly as it relates to the feasibility of snowmaking. Other considerations for design include flooding, wildfire, drought, and heat.

The natural resource assessment will be a desktop analysis of potential natural resource concerns, including flammulated owl, Canada lynx, and mule deer habitat, wetlands, riparian resources, soil conditions, and vegetation. We will rely on state and federal data sources, mapping previously completed for this project, and a conversation with Montana Fish, Wildlife, and Parks or other experts. This natural resource assessment will note areas to avoid or additional required studies such as wetlands delineation.

9. Market Assessment

SE Group will develop a market assessment that assesses existing conditions and trends in demographics and outdoor recreation participation. Data sources would include but are not limited to mountain bike surveys, National Ski Area Association reports, and U.S. Census data. This assessment will also look at the existing offering and regional competition for skiing, mountain biking, developed recreation activities (i.e., ziplines, mountain coasters), and other activities being contemplated for Marshall Mountain. This assessment will help illuminate the potential of different activities and offerings to attract visitors to Marshall Mountain.

10. SE Group Site Visit

SE Group will direct a 1.5-day site visit to Marshall Mountain to validate previous work, answer any lingering questions from the assessments, and kick off the next phase of the process. During this visit, the SE Group team would conduct an extensive tour of the site, with the goal of listening, learning, and discussing initial observations and concept ideas. It is anticipated that site visits will also occur earlier in the process to complete the engineering and architectural assessments.

We would also convene the stakeholder group to introduce our team, present initial takeaways from the assessment process, and understand the opportunities and challenges they see for Marshall Mountain. Following the visit, we would meet with the City and primary partners to review the assessments and implications.

Phase 2: Strategy

With a strong understanding of opportunities and constraints, in this phase, the project team will tie together the various threads into a framework to guide the design process. With this framework, we will seek to balance the community interests, with market opportunities and site and other constraints. This framework is intended to be flexible, with two different pathways for different financial realities or operating structures.

1. Initial Community Vision and Stakeholder Feedback Summary

SE Group will review the feedback collected through past stakeholder engagement, the draft guiding principles, and the results summary of the community visioning survey. We will prepare a summary of this information and its implication for the strategic direction of Marshall Mountain. We will also discuss the alignment of these community sentiments with realities determined during the assessment phase and overall viability.

2. Accessibility and Inclusivity Assessment and Strategy

SE Group will prepare a memorandum of policies, activities, programming, barriers to eliminate, and design elements that would support the inclusivity and accessibility of Marshall Mountain. We will meet with organizers and participants in Here Montana and others working to support inclusivity and accessibility of outdoor recreation

in the region. This document will also include established best practices and innovative ideas from across the country. We want these strategies to drive the plan, rather than be an afterthought late in the process.

3. Capital and Operational Strategy Work Session

We will meet (via video conference call) with City staff, primary partners, and elected officials (if appropriate) to determine the capital and operating strategy pathways to be explored further in this process. In order to develop a program for Marshall Mountain, we need to understand openness from the City or other partners to large capital expenditures, bonding, annual subsidies, fees, a cooperative, private concessionaires, or other operating structures. For example, if the park is required to break even or generate revenue, the programmed mix of activities will be highly developed. We understand there are many uncertainties (i.e., municipal budgets, potential private partners, fundraising) in this process and anticipate the development of two different pathways to explore through the program and financial analysis. This is not intended to be the final decision-making point, but rather the establishment of metrics for success and parameters to guide the design process.

Prior to this work session, SE Group will provide background information on different operating models, anticipated costs associated with the findings of the Phase 1 assessments, and key takeaways from the market assessment. While we will not prepare a fully realized pro-forma at this point, an initial financial snapshot will serve to help the City consider development strategies. Depending on the outcome of this session, it may be appropriate to publicize the potential pathways being explored in the process, and SE Group could assist with a press release.

4. Draft Program

Based on the framework, we would work with the stakeholders to develop a draft program for each pathway/alternative. SE Group has a database of facilities and activities appropriate for mountain recreation destinations, with capital and operating cost estimates and revenue generation potential. The following factors will be considered in presenting options to the stakeholders and ultimately developing the draft program:

- Suitability of available land for recreation facilities and/or activities
- Operational compatibility with existing facilities and land use guidelines
- Findings from market research
- Initial fiscal considerations
- Visitation potential
- Identified community interests and vision

We would present stakeholders a matrix of options based on the capital and operational strategy, from high capital cost, revenue-generating activities (i.e., mountain coasters and ziplines) to community infrastructure or placemaking elements with limited revenue generating potential (i.e., outdoor classrooms, nature playgrounds). We would also look at the appropriate types of events and programming (and necessary support infrastructure). The realities associated with lift and ski operations would be presented to the group at this time. This group would work together to arrive at programs that meets the character of Marshall Mountain, supports accessibility and inclusivity, and balances recreation and natural resource protection. These programs would not be final and would be revisited during the design and financial analysis process as new realities emerge.

Phase 3: Design

With a draft program in place, our team of landscape architects, architects, recreation planners, and trail designers will develop draft concepts. We anticipate an iterative process, with revisions from City and stakeholder review and the findings of the pro-forma analysis.

It is important to note that this is a master planning exercise; the primary goal of which is to determine the location and feasibility of the desired activities. We may consult with vendors during this task, to call upon their specific expertise to confirm the feasibility of the desired locations for activities as well as to estimate capital costs. Depending on the activity in question, there may be the need for subsequent planning and design prior to implementation.

1. Activities and Trails Site Design

We will develop a full property schematic that shows the proposed trails, activities, and facilities of each pathway. Both “summer” (or spring, summer and fall) and “winter” plans (including skiing as well as other winter recreation) will be developed to clearly illustrate the specific location of all recreational activities and uses of all facilities during both primary seasons of operation. Specifications and a summary description of the various facilities and/or activities will be outlined, and capacities will be calculated. The daily capacities of the proposed functions will be used to assess the guest service space and parking requirements of the multi-season recreation program (for both winter and summer). We would work with MTB Missoula on the design of the future trail network.

2. Base Area Design

Developing concepts is when the pen hits the paper. We will incorporate the foundational thinking into diagrams and conceptual drawings to illustrate the ideas. The concepts will deliver creative solutions that address the challenges and capitalize on the opportunities, while staying true to the vision and character.

A preliminary Base Area Concept Plan will incorporate the following components and their spatial relationships for each pathway:

- Arrival sequence and site circulation – roads, parking, drop-off, paths
- Guest services with a focus on food and beverage, seating, retail, rentals, bike and equipment storage, and lessons
- Service access (back of house)
- Operations and Facilities (i.e., support, maintenance, etc.)
- Additional base area amenities (as developed during in the program)

This task will also include square footage estimates for building improvements, massing, and high-level programming and design of the buildings. We will confirm that the concept can be connected to utilities, but no site utility planning would occur at this stage.

3. City and Stakeholder Review

We will share draft concept plans (60% draft) first with the City and then with stakeholders.

4. Design Revisions and Renderings

Following the review of the concepts from the City and stakeholders, we will update the concept to reflect the requested changes.

We will develop inspirational renderings that showcase what the property can become. We will work with the City to finalize the appropriate three renderings but anticipate the following: one base area activity rendering, one trail experience rendering, one building rendering.

Phase 4: Financial Analysis and Strategic Business Planning

With draft concept designs completed, our team will dive deeply into the potential financial performance of Marshall Mountain. During this phase, we will also return to the designs to adjust based on new realities, review the concept and plan with stakeholders and the public, and develop a Master Plan document.

1. Model Inputs

We will use our extensive proprietary database and market assessment to collect, compare, and review operating assumptions for the proposed facilities and/or activities identified in the draft program. This will include estimating capital costs, price points, facility and/or activity throughput, potential utilization, and revenue per visit for the main facilities and/or activities. This information will be utilized in the pro forma model. We will review these assumptions with the City and primary partners, particularly the price points and forecast throughput.

2. Pro-Forma

A financial analysis will compare the cost to construct and operate the activities at Marshall Mountain with expected revenues and operating expenses. The results will be presented in a ten-year financial pro forma analysis that will demonstrate the capital requirements and operating metrics of the two plan concepts over time. This analysis will be utilized to validate all components of the program, and determine how the chosen activities, programs and events may be phased over time to achieve the desired economic returns. Key metrics to be evaluated include net operating income, net present value, internal rate of return, maintenance capital requirements, and debt service parameters.

3. Design Concept Revisions and City Review

Following the results of the initial run of the pro-forma, we will make changes to the design concept and program as necessary, followed by re-running the pro-forma.

We will meet with the City and primary partners to discuss these changes, takeaways from the pro-forma, and present 90% design concepts.

4. Stakeholder Review

We will meet with the stakeholders to present the 90% design concept and results of the pro-forma. During this meeting we will also discuss community priorities and other important input to consider in the phasing determination and strategic business plan.

5. Strategic Business Plan

The results from this financial analysis will be compiled into a Strategic Business Plan document, outlining the framework for a reasonable operating plan and a phased implementation strategy, as well as providing the background validation of the plan's various components. We would also include general case studies from similar facilities to describe the operational framework, describe key considerations for implementation, and illustrate best practices.

6. Public Presentation and Revisions

We will work with the City to support a public presentation of the City and stakeholder-approved concepts and strategic business plan. We have included this event later in the process, so as to present the public a thoroughly vetted plan and a strong sense of what would work and what it would look like. At this juncture, we would ask the public to comment on a preferred alternative, design elements, and other topics. We will provide relevant materials to support an in-person event and would have project team presence at such an event. If a virtual format is preferred, we would present in a webinar with the City.

Following the public presentation, we would work to finalize the concepts and strategic business plan. We have currently budgeted for relatively minor revisions. If major revisions are required, we will work with the City to determine an appropriate approach.

7. Master Plan Development

We will compile the findings of this initial analysis into a summary document that would encompass the feasibility analysis, design concepts, and strategic business plan. We anticipate one round of revisional edits with the City prior to finalization. This report will be formatted to print and bind as a booklet. We will also provide a scaled 22x34" master plan and relevant electronic files (CAD files, word and excel files, shapefiles).

PART II – FEE

Fees for the above scope of work are as indicated below:

PHASE	FEE
Phase 1: Assessment	\$25,000
Phase 2: Strategy	\$20,000
Phase 3: Design	\$45,000
Phase 4: Financial Analysis and Strategic Business Planning	\$25,000
Contingency	\$10,500
Expenses	\$4,500
TOTAL FEE	\$130,000

PART III – SCHEDULE

The anticipated schedule for the project is as follows

PHASE	DATE RANGE
Phase 1: Assessment	MAR – MAY
Phase 2: Strategy	MAY - JUNE
Phase 3: Design	JUNE – JULY
Phase 4: Financial Analysis and Strategic Business Planning	JULY - AUG

PART IV – ADDITIONAL SERVICES

We have included the following additional tasks for the City to consider. These services would be completed only with the expressed approval of the City of Missoula as enabled under provision 4 of the Professional Services Agreement.

1. Economic Impact Modeling

Understanding the economic impact associated with the proposed improvements at Marshall Mountain can be incredibly useful to secure funds for this process. An economic impact figure can help justify City expenditures or assist in securing economic development related grants. An economic impact study would quantify the direct and indirect effects of outdoor-recreation related spending on the economy, jobs, and local tax revenues. SE Group has deep experience in applying both MGM2 IMPLAN models to estimate existing and potential economic impacts of trail systems, ski areas and other forms of developed recreation, and regional outdoor recreation visitation.

Estimated Cost: \$6,000 - \$15,000

2. Adoption Process Support

This task provides consultant team support to the City during the adoption process at key meetings. Providing all necessary materials for City staff during this process is included in the base contract.

Estimated Cost: \$2,000 - \$4,000

3. Detailed Market Assessment and Benchmarking

This task is taking a deeper dive into the market. This could include looking at potential activities individually and benchmarking, the detailed comparison to operating entities of a similar size or characteristics, can provide valuable insights for operational planning. This more detailed assessment would expand beyond the generalized analysis described in the scope of work.

Estimated Cost: \$5,000 - \$10,000

4. Additional Alternative

The scope includes two alternatives or pathways to explore through conceptual design and financial planning. If the City is interested in exploring an additional alternative, this could be completed as an additional task.

Estimated Cost: \$8,000 - \$18,000

5. Detailed Phasing Plan

The base includes a high-level phasing plan that will serve as a framework for the City. A more detailed plan may be desirable, particularly as it relates to site and building plans.

Estimated Cost: \$6,000 - \$10,000

6. Site Surveys

If more detailed site surveys are required, this would be an additional task. MMI has proposed two options:

Estimated Cost \$25,000-\$30,000 – Topographic Site Survey

Estimated Cost \$10,000 - \$15,000) – Drone

EXHIBIT B
MARSHALL MOUNTAIN PARK PROJECT
TERMS AND CONDITIONS

No additional terms and conditions other than those specified in the Professional Services Contract.