

PROFESSIONAL SERVICES AGREEMENT

Morrison-Maierle for the Edith St Water System Improvements

This Agreement is made and entered into May 16, 2023, 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 59802-4297, referred to here as “City,” and **Morrison-Maierle, 1055 Mount Ave**, Missoula, MT 59801, referred to here as “Consultant.”

In consideration of the mutual covenants and agreements contained here, the receipt and sufficiency of the same being acknowledged, the parties agree as follows:

- 1. Purpose:** City agrees to hire Consultant as an independent contractor to perform services for City described in the Scope of Services, attached as Exhibit A, reference made a part of this agreement.
- 2. Effective Date:** This agreement is effective on the date of its execution.
- 3. Scope of Work/Task Deadlines:** Consultant will perform the work and provide the services in accordance with the requirements of Exhibit A.
- 4. Payment:** City agrees to pay Consultant an amount not to exceed **One Hundred Thirty-Eight Thousand, Eight Hundred Sixty-Two Dollars (\$138,862.00)** for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City and will become an extra charge over and above the agreement amount. The parties must agree in writing upon any extra charges.
- 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
- Employers' Liability - \$1,000,000 per occurrence; \$2,000,000 annual aggregate
- 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 Liability - \$1,000,000 per claim; \$2,000,000 annual aggregate

The 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.

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

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, vaccination 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, vaccination, 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: City's designated liaison with Consultant is Adam Marsh and Consultant's designated liaison with City is Aaron McConkey.

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

15. Signing of Contract: The contract may be signed in counterparts and signed electronically by all parties.

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

CONSULTANT:

MAYOR

City of Missoula, Montana

Jordan Hess

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Martha L. Rehbein, CMC, City Clerk

Jim Nugent, City Attorney

(SEAL)

EDITH ST – MOUNT TO CROSBY, WATER SYTEM IMPROVEMENTS, CITY OF MISSOULA

Scope and Fee Letter

Exhibit A

Prepared by:

Morrison-Maierle

Missoula Office
1055 Mount Ave
Missoula, MT 59801

May 9, 2023

City of Missoula
Attn: Andy Schultz, PE
1345 W. Broadway
Missoula, MT 59802

RE: Edith St – Mount to Crosby, Water System Improvements, City of Missoula – Rev 1

Dear Andy,

Thank you for the opportunity to submit this proposal. We have included our proposed scope of work and fees for the following services:

- City of Missoula Water Distribution System PER Update – Water Pipeline Replacement Program
- Development of City of Missoula Standard Specifications for Montana Public Works, Division 0
- Water main replacement along Edith Street from Mount Ave to Crosby Ave
- Bid Administration
- Construction Administration
- 3rd Party Quality Assurance Testing

PROJECT UNDERSTANDING

The City of Missoula is in the process of providing water system improvements to aging water mains. The existing water main is 6-inch Invasion Steel from 1947. Due to the water main age, potential of additional water main breaks, and a planned street improvement project the City of Missoula (OWNER) is seeking engineering services for the preliminary design, final design, bid administration and construction administration of water system improvements that would replace existing water main, fire hydrants and service connections within the below referenced project corridor.

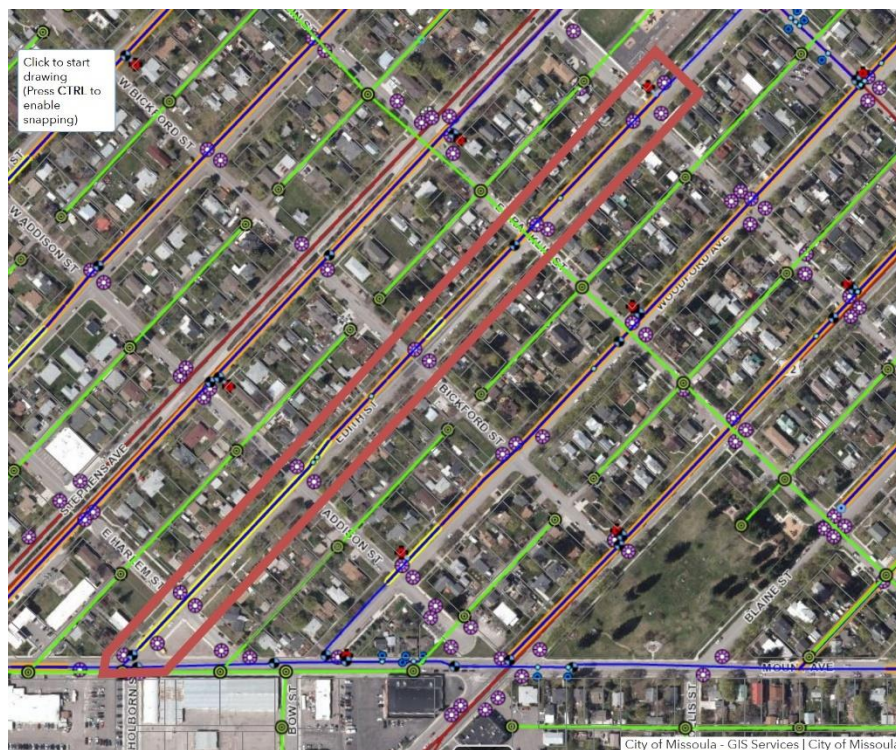
The City of Missoula is seeking Drinking Water SRF funding for improvements to its water system. In addition to the Edith St Water System Improvements the City of Missoula will seek funding assistance for additional water line distribution projects that require replacement within the City's water distribution pipeline replacement program. A list of additional projects will be provided by the City of Missoula. A Preliminary Engineering Report (PER) prepared for a funding application for Drinking Water SRF must follow the Uniform Preliminary Engineering Report Outline as adopted by the Water, Wastewater, and Solid Waste Action Coordinating Team (W₂ASACT). Morrison-Maierle will prepare the PER in this format, using the list of projects provided by the City.

The City of Missoula seeks to prepare template documents for special provisions to Montana Public Works Standard Specifications, Division 0 Contract Documents. For applicable Standards

notes to specifier will be provided to City staff and designated users to assist in appropriate application of standards.

SCOPE OF SERVICES

City of Missoula intends to replace the existing 6-inch invasion steel water mains within East Edith St from Mount Ave to Crosby Ave as shown below. New fire hydrants will be replaced in addition to new service lines from the main to a new curb stop located behind existing sidewalks. The ENGINEER shall perform work as outlined within this Scope of Services that includes the completion of survey, design, bidding and construction phase services for the project. ENGINEER shall assist the OWNER in final sizing of the new water main, points of connection and location of new water main to provide adequate setbacks from existing utilities.



ENGINEER will coordinate work efforts with other related or unrelated improvement projects expected to be completed concurrently in the project area. Design and construction work for the Edith St – Mount to Crosby Water System Improvement Project has been based on +/- 2,100 lf of new ductile iron water main. The proposed water main is extending on Mount Ave from the existing 8-inch ductile iron main in the Edith/Mount intersection, northeast to the existing 6-inch line located north east of the existing fire hydrant north of Crosby Ave.

Assumptions and Clarifications

- The new water main will be 8-inches in diameter. Final sizing will be determined in final design with hydraulic assistance from the OWNER.

- Connection to the existing 8-inch water main on Mount Ave will be in the traffic lanes of Mount Ave. It is anticipated that a new 8-inch by 8-inch tee will be installed as a point of connection.
- New fire hydrants will be placed in accordance to City of Missoula Engineering Design Standards and reviewed by City of Missoula Fire Chief. Existing fire hydrants will be removed.
- Water service replacements will include a new service tap, corp stop, service line piping, curb stop and service line connection made behind existing sidewalk. Service line reconnections will be made at existing service line locations. Existing services located in areas of sidewalk will require sidewalk replacement to the nearest concrete control joints.
- The design survey will be completed anticipating a trench patch back limited to road base surface restoration and sidewalk restoration for service line and fire hydrant installation. Any ADA improvements for curb ramp replacement as necessary to meet ADA and US Department of Justice requirements will be completed by the Owner in a separate project.
- Final construction documents (plans and specifications) for contractors use during bidding will consist of electronic format files (PDFs). No hard copies of the plans or specifications will be provided by Morrison-Maierle to contractors during bidding.
- Surface restoration will consist of crushed aggregate base material consistent in depth with the appropriate standard road profile or as to meet City of Missoula Engineering Design Standards. Asphalt restoration will be completed by the City of Missoula along with all necessary accessibility (ADA/PROWAG) standard updates.
- Water main connection elevations and alignments will be designed based on available field investigations of valve depths and public utility locates. Pothole excavations at tie in points is not anticipated to be completed by the City of Missoula or the Engineer.

Owner Provided Information

To the extent that it is available, OWNER will provide existing, pertinent information needed for the development of the design sheets for the water main replacement. The Engineer shall download and review data as applicable to the project. The information will be available from public access and internal data sets to include, but is not limited to the following, if available:

- Electronic files of the City's GIS or AutoCAD water atlas maps showing water main, valve and fire hydrant locations
- Records of repairs completed on water main in this area
- Records of existing water service material
- Records of location of existing water services
- Construction project record drawings
- Records of any modifications made that are not part of existing project record drawings
- Records of known complaints and/or problems
- Pothole hydro excavation to support design of connection points
- Utility locates of water, sewer and storm water infrastructure
- Engineering probable cost estimates for system wide water distribution projects to be include in water system PER
- Vicinity and project extents for water distribution projects to be included in water system PER

- Public hearings or meeting necessary to meet City of Missoula or funding agency requirements

Tasks

Task 100 – Project Management

- The ENGINEER's project manager and technical leader will actively manage the project team, including sub-consultants. The project manager will keep in regular contact with City staff via written and verbal communications. E-mail and telephone will be utilized whenever practical. On a monthly basis, project invoices will be prepared along with a written narrative of project progress and budget tracking.
- Conduct Project Initiation Meeting. The ENGINEER will conduct a project kick-off meeting to review the project goals, obtain OWNER's staff input, exchange information and discuss overall project administration. Meeting minutes will be prepared by the ENGINEER and distributed to the attendees.
- Agency and Utility Coordination. The ENGINEER will coordinate with DEQ and any other agencies which may be affected or have comments regarding the OWNER's planning. The purpose of the coordination will be to review the OWNER's preliminary ideas regarding current and future facilities and gather comments the agencies or utilities may have. It is anticipated that utility coordination will involve the identification and potential relocation of private utilities including, but not limited to, overhead and underground power, cable TV, underground telephone and communications, petroleum oil, and natural gas. A total of two (2) meetings have been included in the budget for this task. ENGINEER will summarize all findings in a communication with Missoula Water.

Task 200 –Preliminary Design

This task consists of the following elements:

- Field Survey. The ENGINEER will gather existing utility and surface information within the project limits and extending appropriate match lines. Data collection shall include establishment of permanent horizontal and vertical control; existing water main features (valves, fire hydrants and water services) and existing property pins. We will survey at a maximum of 25-foot intervals at the Center line of roadway, flowline of gutter, and edge of sidewalks and at geometric changes. This assumes that the City will locate and mark the curb stops which are currently not all visible on the surface. Any buried underground utilities such as gas, electric, fiber optic or sewer shall be located using the Montana One-Call system and surveyed. No provisions are included for retaining services of a private locator. Measure downs will be completed at existing water valve boxes at the ends of the project extent.
 - Research will be performed to verify existing right-of-way locations utilizing platted information, ownership records and found property pins. Engineer will provide appropriate temporary traffic control measures for all data collection completed in traffic areas. Field survey data will be utilized by the ENGINEER to develop preliminary project base mapping. Completion of the task will be

finalization of an Existing Site Plan, for inclusion in the design drawings, that depicts relative locations of all features discussed above.

- It is assumed that Missoula Water personnel will assist in the location of existing water mains, sewer mains, and service lines and curb boxes. If utility conflicts are found to be of concern during preliminary design, the OWNER will provide pothole services to determine elevations critical utility crossings.
- Preliminary Plans (30% Design). The ENGINEER shall confirm appropriate utility sizing within the project limits and complete the preliminary design for the replacement of the water main. Digital 11"x17" copies of 30% plans will be provided to the City for review.
- Prepare Basis of Design Report. Following compilation of the data and other pertinent water system information, the ENGINEER will draft a brief basis of design report that will be utilized during the Montana Department of Environmental Quality Checklist submittal process in Task 300.
- Design Review Meeting. The ENGINEER will attend one (1) design review meeting to discuss the comments on the 30% preliminary plans by Missoula Water.
- Prepare Standard Supplemental Conditions to Division 0 – Contract Documents
ENGINEER will provide standard modifications to Montana Public Works Standard Specifications to the OWNER. Standard templates will be based on EJCDC and Montana Public Works Standard Specifications, 7th Edition with revisions necessary for digital bid submission with City of Missoula QuestCDN platform. Notes to specifier will be provided for sections that may vary based on contract value or environmental conditions. The following sections will be provided in in word format for template documents:

DIVISION 0 - CONTRACT DOCUMENTS

- 00100 INVITATION TO BID
- 00200 INSTRUCTIONS TO BIDDERS
- 00700 STANDARD GENERAL CONDITIONS FOR THE CONSTRUCTION CONTRACT
- C-800 SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS
- 00900 FORMS
 - C-410 BID FORM
 - C-430 BID BOND
 - INFORMATION REQUIRED OF BIDDERS
 - CITY OF MISSOULA APPRENTICESHIP PREFERENCE
 - FUNDING AGENCY SUBCONTRACTOR SOLICITATION
 - C-510 NOTICE OF AWARD
 - C-520 AGREEMENT FORM
 - C-550 NOTICE TO PROCEED
 - C-610 PERFORMANCE BOND
 - C-615 PAYMENT BOND
 - 620 - APPLICATION FOR PAYMENT
 - C-625 CERTIFICATE OF SUBSTANTIAL COMPLETION
 - 940 - WORK CHANGE DIRECTIVE/MISC WORK ALLOWNCE
 - C-941 CHANGE ORDER
 - 942 - FIELD ORDER

- SUBMITTAL TRANSMITTAL FORM AND LOG
- ORDER TO CONTRACTOR TO SUSPEND WORK
- ORDER TO CONTRACTOR TO RESUME WORK
- SUBCONTRACTOR/SUPPLIER CONDITIONAL WAIVER AND RELEASE
- CONTRACTOR'S CERTIFICATE AND RELEASE
- SURETY'S CONSENT TO FINAL PAYMENT

DIVISION 1 – GENERAL REQUIREMENTS

- 01010 SUMMARY OF WORK
 - 01035 CHANGE ORDER PROCEDURES
 - 01040 CORRINATION AND SITE CONDITIONS
 - 01300 SUBMITTALS
 - 01700 CONTRACT CLOSEOUT – Stage 5, 6 and 7 City of Missoula Procedures
- Preliminary Plans and Specifications (90% Design) The ENGINEER will prepare a 90% design package that will incorporate Missoula Water's comments pertaining to the preliminary Basis of Design Report and the 30% preliminary plans. Updated water plan and profile sheets will be presented, where applicable, as well as further development of other recommended improvements. Digital copies of 90% plans and project specifications will be provided to Missoula Water for review. ENGINEER will send 60% design plans to private utilities affected by the project for review and comment, and hold a subsequent coordination meeting with the private utilities to assemble and evaluate comments, if necessary. The ENGINEER will also submit the plans to the City Engineer's office per Stage 3 of the Project Development Toolbox.
 - Construction Cost Estimate. The ENGINEER will prepare a project construction quantity take offs and complete an engineer's opinion of probable construction cost based on the 90% design plans and specifications and provide it to the City for review.

Task 300 – Final Design

This task consists of the following elements:

- Final Plans and Specifications (100% Design). The 100% design package will incorporate comments received from Missoula Water, after the 90% design package submittal and periodic design review meetings are complete. The plan package will include design of the plan and profile utilities drawings, related traffic control measures, water main, and other recommended improvements. Final plans and specifications will be prepared in accordance with the Montana Public Works Standard Specifications, Seventh Edition and the most current edition of the Missoula Water specifications, if applicable.
- MDEQ/SRF Submittal. ENGINEER will submit three (3) copies of the project specifications, three (3) half-size plan sets, contract-bidding documents, basis of design report and certified water main checklist to Montana Department of Environmental Quality for approval. Upon approval by MDEQ, the ENGINEER will submit the plans to the City Engineer's office per Stage 4 of the Project Development Toolbox.

Task 400 – Bidding Services

- Bidding. ENGINEER will prepare and supply electronic project plans and specifications and bidding documents necessary for bidding and construction. Morrison-Maierle will utilize on-line bidding through QuestCDN unless otherwise directed by the City of Missoula. Bid advertisement text will be provided to the City of Missoula for publication in the locations of their choosing. Costs for publication will be paid by the City.

ENGINEER will host a virtual pre-bid conference or attend a pre-bid conference at the OWNER's office. A pre-bid meeting agenda and minutes will be prepared and distributed to bidders.

ENGINEER will prepare any necessary addenda during the bidding process based on comments or questions received from Contractors. Engineer will attend the bid opening, analyze bids, submit a bid tabulation, and make a construction contract award recommendation to the City. ENGINEER will prepare documents for concurrence review from Montana SRF utilizing Montana DEQ/SRF program standard forms. Upon completion of the bidding phase, Morrison-Maierle will prepare digital executable contract documents for the selected Contractor.

Field construction documents will be limited to digital sets of executed construction drawings and specific ions for selected Contractor and Owner.

Task 500 – Construction Services

This task consists of the following elements:

- Construction Layout and Control. ENGINEER will provide personnel, equipment, and supplies for construction layout and control. Construction layout shall include, but not be limited to, measurements, lines, locations, and grades necessary for construction of the water main, valves, fire hydrants and connections to the existing water main. The ENGINEER will reference and preserve all existing survey monuments and benchmarks. All monuments required within the project shall be marked and elevations shown on as-built drawings. Construction staking shall be provided at 50 lineal foot intervals and offsets to pertinent fittings.

Upon completion of field survey, current intersection monuments will be located. Any intersection monuments that are required to be disturbed during construction will be included in the Contract Documents for the CONTRACTOR to reset by a professional land surveyor.

- Resident Project Representative (RPR) Services. The ENGINEER will coordinate appropriate testing of materials intended for incorporation into the project and require documentation of testing results. In addition, the ENGINEER will provide review of construction to check the Contractor's work for compliance with the drawings, specifications, and other applicable documents, codes or standards. A review of the work shall be made on a part-time basis while any major item of work is in progress (max. 4 hours per day). Major items of work shall be water utilities; subgrade preparation; gravel

base course preparation; concrete pouring and finishing; paving; signalization, and striping. The ENGINEER shall provide a minimum of 48 hours notice for Missoula Water personnel when specific inspections or testing require their presence on the project. Each daily review shall be documented in permanent reproducible form and kept in consecutive order with the project file. Copies of the daily review reports shall be furnished to Missoula Water as requested during construction. ENGINEER will notify Missoula Water immediately of contract problems or deviation from approved plans.

The ENGINEER will prepare a simple ESRI Survey123 custom survey to be shared with the CONTRACTOR and OWNER to document fittings, valves, services and connections. The custom Survey123 application will georeference whiteboard photos. The CONTRACTOR will remain responsible for the ultimate collection of whiteboard photos. Documentation will be available on shareable online map and digital image format, final deliverable will be presented in Task 6.

The planned resident project representative budget for this work is based on a construction duration of 55 working days (75 calendar days) to complete water main installation and testing and surface restoration. Also included is a 10% contingency allowance.

RPR Construction Budget

240 hours of base time

24 hours of 10% Contingency

- Testing Services. ENGINEER will provide the services of a qualified materials engineering technician who will observe construction and provide representatives tests. ENGINEER will provide direct coordination of laboratory, field quality assurance testing, and geotechnical engineering between the project engineer, RPR and project construction materials engineer.
- Submittal Review. The ENGINEER will review the construction sequence and the traffic controls for construction prior to the start of work. ENGINEER shall ascertain that the Contractor has all needed permits to accomplish his work during construction. ENGINEER will review shop drawings, samples, equipment, asphaltic concrete mix design, concrete mix design, aggregate, and other data submitted by the Contractor for compliance with drawings and specifications.
- Construction Administration. The ENGINEER will review Contractor submitted monthly pay estimates and final pay estimates for construction and prepare contract administration forms on a monthly basis. These will be submitted in Missoula Water's approved format. ENGINEER will complete a pre-construction conference meeting. ENGINEER will issue notice to the Contractor to suspend work in whole or part when, in the opinion of the ENGINEER, and when directed by the Owner, work is not being, or cannot be performed in accordance with the contract documents and specifications. ENGINEER will contact Missoula Water for any proposed plan or specification changes when required due to initial design and engineering deficiencies in order to complete the project in its original concept. Plan and specification changes shall be prepared by

the ENGINEER. ENGINEER will prepare and recommend work change directives and change orders when necessary due to conditions encountered during construction. The Engineer is not authorized to order additional work without the approval of Missoula Water. Any work resulting in contract overage will be processed by approved change orders using Missoula's standard format.

Task 600 – Project Closeout

- Record Drawings and Photographs. The ENGINEER shall record the location of all underground utilities (including, but not limited to, conduit for all street lighting, signalization, or flasher assemblies) installed under and on the surface within the public right-of-way and show these facilities, together with a representation of the general corridors in which other underground utilities are located, on the record drawings. ENGINEER will prepare record drawings and furnish Missoula Water with one (1) paper set for review and comments. Following receipt of comments from Missoula Water, ENGINEER will make necessary changes and furnish Missoula Water with one (1) Portable Document Format (PDF) of 22"x34" size and one (1) electronic set in AutoCAD (*.dwg) format.
- Stage 5 Survey Documentation: ENGINEER will complete field data collection and transmittal of .dwg or ArcMap compatible survey points for the following newly constructed features:
 - Valve Boxes
 - Curb Boxes
 - Fire Hydrants
 - Drywell Rim and Pipe Inverts
 - Storm Sewer Catch Basins and Manholes, Rim and Pipe Inverts
 - Sanitary Sewer Manholes, Rim and Pipe Inverts
- Warranty Period. ENGINEER will schedule and make final inspection with Missoula Water and confirm all project items were constructed according to plans and specifications and are acceptable to the ENGINEER and Missoula Water. ENGINEER will schedule and make an inspection with Missoula Water prior to the expiration of construction warranty period and provide a certification of final acceptance. If any problems are found, ENGINEER will send a list of deficiencies to Missoula Water and Contractor and continue coordination until acceptable.
- Project Closeout. The ENGINEER will submit project closeout information to the City Engineer's office in accordance with Stage 6 of the City's Project Development Toolbox

Task 700 – Prepare Water Distribution System PER – Pipeline Replacement Program

This task consists of the following elements:

- Prepare a limited preliminary engineering report to meet Montana DEQ/SRF and Montana W₂ASACT. Complete environmental checklist and agency notifications. It is assumed that environmental review will conclude with Categorical Exemption from Environmental Assessment.
 - The following major sections will be included in accordance with the Uniform PER Outline. It is anticipated that this PER will use reference to the current Water

Facility Plan and 2021 Water System PER establishing the Project Planning and Existing Facilities.

- Executive Summary
- Project Planning (Reference to current Water Facility Plan)
- Existing Facilities (Reference to current Water Facility Plan)
- Need for Project
- Alternatives Considered
 - Distribution Pipeline Replacement Program
 - Design Criteria
 - Location Map
 - Environmental/Land/Construction/Sustainability
 - Cost Estimates
- Selection of Alternatives
- Proposed Project (It is anticipated that multiple projects will be implemented from this PER)
- Conclusions and Recommendations
- Appendices as necessary

Task 800 – Additional Services

Morrison-Maierle is available to provide additional services that may arise as part of the Work. If the City identifies additional or unknown tasks as necessary for project completion, these services would be completed on a time and materials basis with prior authorization for the City project manager. Possible work tasks that may be necessary include additional construction inspection, or other unknown conditions that may develop during bidding or construction. Additional services budget shall be set at 5% of the total design, bidding and construction administration budgets.

Deliverables

- Monthly Progress Reports and Invoices
- Basis of Design Report for MDEQ Submittal
- 30% Preliminary Design Drawings and Specifications
- 90% Preliminary Design Drawings and Specifications
 - Stage 3 Checklist Submittal
- 100% Final Design Drawings and Specifications – 1 electronic copy
 - Stage 4 Checklist Submittal
- MDEQ Certified Check List Submittal
- Recommendation for Award
- Construction Contract Drawings
- Record Drawings and Photographs
 - Stage 5 Checklist Submittal
 - Stage 6 Checklist Submittal

Exclusions

- Water distribution system model update

- Grant/loan applications to funding agencies
- Public meetings
- Agency review fees

Schedule

The City of Missoula is currently seeking application for Drinking Water and Drinking Water SRF funding. Applications to the program are anticipated in the 2nd quarter of 2023. The project shall be completed in support of the City's efforts for funding applications.

Compensation

The attached table shows our estimate of fees to perform our proposed scope of services.

We look forward to providing our expertise for the project. Once we receive your approval of this proposal, we will proceed with the development of an Agreement and begin work on the project. This proposal is valid for up to 60 calendar days after the date of this letter. After 60 days, the proposed fees listed may be subject to increases based on changes in our cost of labor and expenses.

Sincerely,



Aaron McConkey, PE

Project Manager

Email: amcconkey@m-m.net

Phone: 406-542-4845

MORRISON - MAIERLE, INC.
EX-B: SUMMARY OF ESTIMATED COSTS

05/09/23

Edith - Mount to Crosby Water Systems Improvement Project
Replacement of Existing 6-inch invasion steel Water Main

	SUPER ENGINEER	SENIOR ENGINEER	DESIGN ENG II	DESIGN ENG I	ENG INTERN II	LAND SURVEYOR	SURVEY CREW	CAD TECH	ADMIN STAFF	VEHICLE MILEAGE	SUPPLIES	SURVEY EQUIP	LABOR HOURS	TOTAL LABOR	TOTAL EXPENSE	TOTAL COST
	HR	HR	HR	HR		HR	HR	HR	HR	MI	LS	DAY	HR	\$	\$	\$
Project Management													27			\$4,687
Project Management		10							4				14	\$2,408		\$2,408
Project Kickoff Meeting		2		4						10			6	\$1,036	\$7	\$1,043
Project Coordination Preliminary Design Meeting		2		2									4	\$718		\$718
Project Coordination Construction Notice		1		2									3	\$518		\$518
Existing Site Plan													50			\$9,607
Field Survey							20			12		4	20	\$4,260	\$968	\$5,228
Utility/Right of Way Research				2		8							10	\$1,638		\$1,638
Existing Site Plan		1		1	4	6		8					20	\$2,741		\$2,741
Design Development													181			\$25,900
30% Plans		2		4	8			20					34	\$4,268		\$4,268
Basis of Design Report				8	2								10	\$1,520		\$1,520
Design Review Meetings		4		4						100			8	\$1,436	\$70	\$1,506
60% Plans		2		4	8			32					46	\$5,612		\$5,612
60% Specifications		4		6									10	\$1,754		\$1,754
Division 0 Specification Templates		4		12									16	\$2,708		\$2,708
Division 1 Specification Templates		4		6									10	\$1,754		\$1,754
90% Plans		1		4	6			12					23	\$2,924		\$2,924
90% Project Manual and Specifications		1		12									13	\$2,108		\$2,108
Cost Estimate		1		2									3	\$518		\$518
Stage 3 Checklist					4								4	\$496		\$496
QA Review			4										4	\$732		\$732
Final Design													34			\$4,737
100% Plans		2		2	4			8					16	\$2,110		\$2,110
100% Project Manual		1		4					2				7	\$1,040		\$1,040
MDEQ Submittal				2	2								4	\$566		\$566
Stage 4 Checklist				1	4								5	\$655		\$655
QA Review			2										2	\$366		\$366
Bidding													35			\$5,340
Bid Posting/Gen Admin		1		10	2				4	8			17	\$2,446	\$6	\$2,452
Pre-Bid Meeting		2		4	2								8	\$1,284		\$1,284
Bid Opening		1		2						4			3	\$518	\$3	\$521
Bid Award		1		4	2								7	\$1,084		\$1,084
Construction Administration (50 Calendar Days)													368			\$70,239
Contract Preparation		1		2	4			4	8		500		19	\$2,278	\$500	\$2,778
Submittal Review				6	4								10	\$1,450		\$1,450
Pre-Construction Meeting		2		4	2					10			8	\$1,284	\$7	\$1,291
Bac-T Testing											400				\$400	\$400
Construction Testing (5% Inflation Allowance)		1		4	2						15,793		7	\$1,084	\$15,793	\$16,877
RPR Inspection (4 hours per day 120 If /day + 10% Contingency)				24	240					109			264	\$33,576	\$76	\$33,652
Construction Staking				4		4	18			24	100	1.5	26	\$5,130	\$477	\$5,607
Construction Meetings (Weekly, 12 total)		9		18	18								45	\$6,894		\$6,894
Punchlist Walkthrough		2		4	2					10			8	\$1,284	\$7	\$1,291
Post Construction													50			\$7,538
Record Drawings/Closeout Reports		1		2	6			20			50		29	\$3,502	\$50	\$3,552
Stage 5 Survey Documentation				2				10	4				16	\$2,896	\$240	\$3,136
Warranty Reviews		1		4						20			5	\$836	\$14	\$850
Water Distribution Pipeline Replacement PER													16			\$4,200
Alternative and Project Narratives		1		6				2					9	\$1,378		\$1,378
Environmental Checklist/Agency Notifications		1		2					4		20		7	\$926	\$20	\$946
Preliminary Engineering Report		2		8					2				12	\$1,876		\$1,876
Additional Services As Approved by Owner																\$6,612
5% Additional Service																\$6,612.45
TOTAL		68		6									1,553	\$109,432	\$18,617	\$138,862



GEOTECHNICAL | ENVIRONMENTAL
 MATERIALS TESTING | SPECIAL INSPECTION
 AN EMPLOYEE-OWNED COMPANY

PROJECT NAME: Edith Water Main Replacement
 CLIENT: Morrison Maierle
 PROPOSAL NO.: 723-031P
 LOCATION: Missoula, Montana
 DATE: March 22, 2023

COST ESTIMATE FOR CONSTRUCTION MATERIALS TESTING

TABLE 1 - Trip Charges

COMPACTION TESTING - PER TRIP

(Includes: mob/demob, nuclear densometer, on-site to perform two to three tests, report)

Technician	2.25 hr. @	\$90.00 / hr.	\$	202.50
Vehicle Mileage	10 mi. @	\$1.20 / mi.	\$	12.00
Nuclear Densometer (daily charge)	1 ea. @	\$45.00 / day	\$	45.00
Report Review and Distribution	1 ea. @	\$55.00 / ea.	\$	55.00
Subtotal			\$	314.50

CONCRETE TESTING - PER TRIP

(Includes: mob/demob, on site to test one truck for slump, air, unit wt., temps.; cast & test five 4" x 8" cylinders one 7-day three 28-day, and one hold, report)

Technician	3 hr. @	\$90.00 / hr.	\$	270.00
Compressive Strength Concrete Cylinder	5 ea. @	\$30.00 / ea.	\$	150.00
Vehicle Mileage	10 mi @	\$1.20 / mi	\$	12.00
Report Review and Distribution	1 ea. @	\$55.00 / ea.	\$	55.00
Subtotal			\$	487.00

SAMPLE PICKUP - PER TRIP

(Includes: mob/demob, sample intake & processing, report)

Technician	1.5 hr. @	\$90.00 / hr.	\$	135.00
Vehicle Mileage	10 mi @	\$1.20 / mi	\$	12.00
Report Review and Distribution	1 ea. @	\$55.00 / ea.	\$	55.00
Subtotal			\$	202.00

LABORATORY TESTING

Proctor (standard)	2 ea. @	\$280.00 / ea.	\$	560.00
Sieve Analysis 1-1/2" through No. 200 (full wash)	1 ea. @	\$170.00 / ea.	\$	170.00
Atterberg Limits (dry preparation)	1 ea. @	\$120.00 / ea.	\$	120.00
Subtotal			\$	850.00

TABLE 2 - ESTIMATED PROJECT COST

COMPACTION TESTING				
Utilities - Water Main	11	tr. @	\$314.50 / tr.	\$ 3,459.50
Utilities - Water Services	10	tr. @	\$314.50 / tr.	\$ 3,145.00
Curb & Gutter - Subgrade	2	tr. @	\$314.50 / tr.	\$ 629.00
Curb & gutter - Base Course Gravel	2	tr. @	\$314.50 / tr.	\$ 629.00
Roadway - Subgrade	2	tr. @	\$314.50 / tr.	\$ 629.00
Roadway - Sub-Base Course Gravel	2	tr. @	\$314.50 / tr.	\$ 629.00
Roadway - Base Course Gravel	2	tr. @	\$314.50 / tr.	\$ 629.00
			Subtotal	\$ 9,749.50
SOIL SAMPLE PICKUP				
Soil or Aggregate Sample Pickup	1	tr. @	\$202.00 / tr.	\$ 202.00
			Subtotal	\$ 202.00
CONCRETE TESTING - SITE WORK				
Curb & Gutter	2	tr. @	\$487.00 / tr.	\$ 974.00
Sidewalk	2	tr. @	\$487.00 / tr.	\$ 974.00
			Subtotal	\$ 1,948.00
CONCRETE CYLINDER PICKUP				
Concrete Cylinder Pickup	4	tr. @	202.00 / tr.	\$ 808.00
			Subtotal	\$ 808.00
LABORATORY TESTING				
Laboratory Testing (Soils)	1	ea. @	\$850.00 / ea.	\$ 850.00
PROJECT PRE-CONSTRUCTION MEETINGS				
Assumes Virtual Platform.	1	ea. @	\$250.00 / ea.	\$ 250.00
PROJECT CONTINGENCY, SETUP, SUPERVISION				
Project Setup	1	ea. @	\$275.00 / ea.	\$ 275.00
Project Contingency, Supervision	1	ea. @	\$275.00 / ea.	\$ 275.00
(Project Manager \$135 per hour, Project Assistant \$75 per hour)			Subtotal	\$ 550.00
			GRAND TOTAL	\$ 14,357.50



Assumptions and General Comments

Overtime rates: (1.5 times the standard labor rate) apply after 8 hours, before 8:00 a.m., after 5:00 p.m., and all day Saturday. Overtime time rates (2.0 times the standard labor rate) apply on Sundays and holidays. Required laboratory tests with less than 24-hours notice, a rush charge of 50% will be applied.

Earthwork: Testing frequency per MPWSS modified by City of Missoula (2023). Subbase & Base Course Proctors will be provided by gravel supplier. Tests on some of the utility services may be combined in same trips on main line i.e., service installation that may be occurring at same time of main line installation. We have assumed testing approximately 15% of the total services (65). We have estimated 4 trips total for curb/gutter and sidewalk restoration testing. Surface tests on utility trench subgrade to represent roadway restoration subgrade. Client to coordinate so we may get tests at same time. Samples of pipe bedding, sub base, and base course gravels to be obtained from on-site stockpiles while performing other services on site.

Concrete: Testing frequency per MPWSS modified by City of Missoula (2023). One test for each cumulative 50 yards of concrete placed. On site to test only one truck per pour for slump, air content, unit weight, and air/concrete temperatures. We have assumed a total of 4 trips for curb/gutter and sidewalk restoration testing. This estimate does not include control or pre-test testing. ALLWEST can provide this service if desired at our current schedule of charges.

Asphalt Testing: Placement of asphalt and associated testing to be performed by the City of Missoula under a separate contract.

Laboratory: Tests for import product and material submittals to be provided by manufacturer. We have included sieve analysis tests for import sub base and base course products delivered and sampled on-site. Proctors will be performed for onsite existing materials.

General: We wish to point out that the above testing program is only an estimate based on available information with regard to the construction. The final cost will depend on the construction schedule and the actual services performed. We also wish to note the above testing program does not include consulting or retesting. We have not included costs for on-site safety meetings, security clearances and/or special site access protocols. These or other services can be furnished in accordance with our current schedule of charges. Fees were based upon 2023 current schedule of charges. If ALLWEST services have not commenced within 90 calendar days of this estimate ALLWEST reserves the right to update our fees. ALLWEST reserves the right to apply a minimum fee of \$350 per event for short notice scheduling (less than 24-hours notice) and same day cancellation of our services. Our personnel will have LEVEL D personal protective equipment.