

**Formal Agenda  
Bainville Town Council Meeting  
Town Hall  
211 Clark Avenue East  
Monday December 13, 2021 at 7:30 PM**

**I. Call to Order**

**II. Pledge of Allegiance**

**III. Roll Call—Establish a quorum**

\_\_\_ Mayor, Dennis Portra  
\_\_\_ Councilman, Matt Giese

\_\_\_ Councilman, Ron Butikofer  
\_\_\_ Councilman, (TBD)

**IV. Approve Agenda**

**V. Approval of Minutes dated November 15, 2021**

*[Recommended Motion: I move to approve the minutes dated November 15, 2021.]*

**VI. Public Comments or Formal Complaints on items not on agenda.**

Thank you, Mayor Dennis Portra, for serving 1 term on the Town Council and 4 terms as Mayor.

Thank you, Ron Butikofer, for serving 1 term on the Town Council.

**VII. Department or Committee Reports**

A. Public Works Report:

B. Roosevelt County Sheriff's Department Update

C. Court Report

D. Legal Issues

E. Policy/Ordinance Review

F. Local Emergency Planning Committee

Meetings will be held quarterly with the next meeting being January 11, 2022 in Bainville at the Firehall.

**VIII. Old Business**

**IX. New Business**

A. New Permits:

B. **Resolution**—A resolution to declare certain days to shoot fireworks within Town limits.

C. Final Agreement with Tom Johnston regarding the formally known as MacBain property located at 5862 County Road 405 South

D. Request from Allen Spencer of Dakotaland to deed over the property to the Town of Bainville in lieu of delinquent Water/Sewer account.

- E. Approve and authorize the Mayor to sign a short form of agreement between owner and engineer for professional services with Interstate Engineering, Inc. for the Water Main Supply Line – Unaccounted Water Project in the amount of \$16,000.
- F. Treasurer's Report:
- Approve claims with checks dated December 13, 2021.
  - Approve JV, UB Vouchers, Payroll slips.
  - Review delinquent accounts.
  - Update on the American Rescue Plan Act of 2021.
    - Discussion on possible projects for the ARPA Funding

## **X. Adjourn**

Next Meeting will tentatively be January 10, 2021 at 7:00 PM

Swearing in ceremony will be January 3, 2021.

### **Virtual Meeting Information:** **Town Council Meeting**

Time: Dec 13, 2021 07:30 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/95484540098?pwd=Y3RpV0sxMW9YWXd2OXZ2WFZZN0JrQT09>

Meeting ID: 954 8454 0098

Passcode: 553406

One tap mobile

+14086380968,,95484540098#,,,,\*553406# US (San Jose)

+16699006833,,95484540098#,,,,\*553406# US (San Jose)

Dial by your location

+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

+1 301 715 8592 US (Washington DC)

Meeting ID: 954 8454 0098

Passcode: 553406

Find your local number: <https://zoom.us/j/95484540098?pwd=Y3RpV0sxMW9YWXd2OXZ2WFZZN0JrQT09>

**Regular Meeting Minutes of November 15, 2021**  
**Bainville Town Council**

**The Regular meeting** of the Bainville Town Council was called to order at 7:30 p.m. by Mayor Dennis Portra at the Bainville Town Hall, 211 Clark Avenue East. Present were: Ron Butikofer, Dennis Portra and Matt Giese. A **quorum** was established. Also present were Clerk, Nikki Rogers; City Attorney, Greg Hennessey and Public Works Director, Lyle Lambert was absent. Guests included: Dan Lambert, Jess Malkuch, Patty Malkuch, Toby Romo, Carol Rasmussen.

Matt Giese moved to approve the agenda as submitted. Ron Butikofer seconded the motion. All voted in favor and motion carried.

Matt Giese moved to approve the minutes dated October 11, 2021 as submitted. Ron Butikofer seconded the motion. All voted in favor and motion carried.

Public Comment—None

Public Works Report

Dan Lambert, Public Works, gave the following report:

- Public Works had a chance to look for leaks on the town supply line. They found a leak near the valve that was replaced a few years ago. He would like to repair the leak before it fails completely. He would also like to look into a new supply line into town from Dry Prairie but would need to get an engineer on board to see if its needed. They would like to recommend Jordan Mayer from Interstate Engineering. Mayor and Council directed him to contact Alan Engelke to repair the leak.
- Jordan Mayer sent a revised proposed map for the sewer at Gracie's. Mayor and Council reviewed the changes to the plan. Mayor Portra stated the line must be a 3 inch line and state it on the drawing.

Ron Butikofer moved to approve the plan with the inclusion of line must be 3-inch line. Matt Giese seconded. All voted in favor and motion carried.

- The weirs have been built and will be put in place at the lagoon.

Roosevelt County Sheriff's Report—None

Court Report—Mayor and Council reviewed the 9 citations provided by the court.

Legal Issues

City Attorney Hennessy gave the following report finishing up the ongoing legal issues:

- He is finishing up the MacBain/Tom Johnston agreement with Mr. Johnston vacating all water/sewer hookups.
- He also wanted to know if the council wanted to go into executive session on the advisement of the nuisance violation matter.
- On the Dorothy Crawley quiet title, he will try to get it wrapped up before the new year.

Policy/Ordinance Review--None

Local Emergency Planning Committee—Next meeting will be held January 11, 2022

Old Business—None

New Business

A. New Permits: None

B. **Resolution**—A resolution declaring an emergency regarding voting rights within the Town of Bainville.

Mayor Portra explained the town limits is described as one square mile and the industrial park has been annexed to the town. Election administrator has been using an election ward map that is oddly shaped instead of using Town limit boundary. Mayor Portra stated he has gone round and round with the county regarding the ward map. Clerk Rogers read a statement from the County Election Administrator Cheryl Hansen. She stated they haven't been able to find any resolutions relating to updating the ward map on file with her office since 1981. City Attorney Hennessy drafted the resolution with the map and ordinance 52 as exhibits. This resolution should correct the ward boundaries to match the city boundaries going forward.

Matt Giese moved to adopt a resolution declaring an emergency regarding voting rights within the Town of Bainville. Ron Butikofer seconded the motion. All voted in favor and motion carried.

C. Treasurer's Report:

- Approve claims with checks dated November 8, 2021 amount of \$20,863.94.
- Approve JV, UB Vouchers, Payroll slips in the amount of \$8,086.39
- Review delinquent accounts.

Matt Giese moved to approve voiding Check Number 013091 due to billing error. Ron Butikofer seconded the motion. All voted in favor and motion carried.

Ron Butikofer approved the Treasurer's Report. Matt Giese seconded the motion. All voted in favor and motion carried.

Matt Giese moved to adjourn the meeting at 8:12 PM.

Attest:

Approved By:

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Nikki Rogers, CMC  
Clerk-Treasurer

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Dennis Portra  
Mayor

## RESOLUTION NUMBER XXX

**A resolution of the Bainville Town Council to declare certain days to shoot fireworks within Town limits.**

**WHEREAS**, on June 13, 2016 the Bainville Town Council passed an ordinance amending the following:

**9.06.030 Unlawful to Shoot or Fire; Exceptions**

It shall be unlawful for any person to shoot or fire any fireworks or other pyrotechnics within the town limits at any period of the year inclusive of each year or otherwise noticed by the Town Council, subject to state and county fire regulations; and

**WHEREAS**, in accordance with §50-37-106 MCA Sale of fireworks restricted to certain dates from December 29 through December 31; and

**WHEREAS**, Roosevelt County and the State of Montana do not currently have an open burning ban; and

**NOW THEREFORE BE IT RESOLVED** that Bainville Town Council declares sunset December 30, 2020 until 11:59 PM MDT January 1, 2021 the period to be able to shoot or fire any fireworks or other pyrotechnics in Town limits. If there is a County or State open burning ban in effect it will nullify and supersede this time period.

PASSED AND ADOPTED this 13<sup>th</sup> day of December, 2021.

ATTEST:

APPROVED:

\_\_\_\_\_  
Nikki Rogers, CMC CMMC  
City Clerk

\_\_\_\_\_  
Dennis Portra  
Mayor

(SEAL)

12/09/21  
15:04:59

ROOSEVELT COUNTY  
Uncollected Taxes with Delinquents with Legals

Page: 1 of 1  
Report ID: TX190F

Names from DAKOTALAND to DAKOTALAND  
Interest Due as of 12/31/21

Tax ID	Name/Legal	Tax Sale Certificate #	Year	Tax Amount	Penalty	Interest	Total
506405195	DAKOTALAND BAINVILLE LLC MAIL TO: DAKOTALAND ND INVESTMENTS P O BOX 91108 SIOUX FALLS SD 57109-1108	10-Sub/Blk/Lot COMFORD ADDN (B/ / Twn/Rng/Sect 28N/58E /27 COMFORD ADD (BAINVILLE), LTS 1 2 3 4 & S35' OF LT 5 BLK 1 Geo: 4051-27-3-02-03-0000					
		2018000093	18	10,198.84	203.99	3,141.17	13,544.00
		2019000074	19	264.96	5.30	48.64	318.90
		2020000076	20	25,531.30	510.61	2,761.21	28,803.12
			21	33,209.99	661.10	280.54	34,151.63
		<b>Total Due for Tax Payer</b>		<b>69,205.09</b>	<b>1,381.00</b>	<b>6,231.56</b>	<b>76,817.65</b>
506405196	DAKOTALAND BAINVILLE LLC MAIL TO: DAKOTALAND ND INVESTMENTS P O BOX 91108 SIOUX FALLS SD 57109-1108	Sub/Blk/Lot COMFORD ADDN (B/ / Twn/Rng/Sect 28N/58E /27 COMFORD ADD (BAINVILLE), S PT OF WEST OUTLOT (UNNUMBERED 338' X 290'X 179' 20-Sub/Blk/Lot COMFORD ADDN (B/ / Twn/Rng/Sect 28N/58E /27 COMFORD ADD (BAINVILLE), S PT OF LT 1 BLK 2 Geo: 4051-27-3-01-01-0000					
			21	108.20	0.00	0.00	108.20
		<b>Total Due for Tax Payer</b>		<b>108.20</b>	<b>0.00</b>	<b>0.00</b>	<b>108.20</b>
506407579	DAKOTALAND BAINVILLE LLC MAIL TO: DAKOTALAND ND INVESTMENTS P O BOX 91108 SIOUX FALLS SD 57109-1108	10-Sub/Blk/Lot COMFORD ADDN (B/ / Twn/Rng/Sect 28N/58E /27 COMFORD ADD (BAINVILLE), S 35 FT OF LT 14 & ALL LT 15 BLK 1 Geo: 4051-27-3-02-01-0000					
			21	46.27	0.00	0.00	46.27
		<b>Total Due for Tax Payer</b>		<b>46.27</b>	<b>0.00</b>	<b>0.00</b>	<b>46.27</b>
<b># of Delq.</b>	<b>3</b>	<b>Grand Total</b>		<b>69,359.56</b>	<b>1,381.00</b>	<b>6,231.56</b>	<b>76,972.12</b>

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between  
\_\_\_\_\_  
Town of Bainville (“Owner”) and  
\_\_\_\_\_  
Interstate Engineering, Inc. (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

Water Main Supply Line – Unaccounted Water Project (“Project”).

Engineer’s services under this Agreement are generally identified as follows:

See attached Scope of Services Letter Dated November 24, 2021 (“Services”).

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Owner and Engineer further agree as follows:

**1.01 Basic Agreement and Period of Service**

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period: If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. 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.

**2.01 Payment Procedures**

- A. *Invoices:* Engineer 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 Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) the 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) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer 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 Engineer 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—Lump Sum*

- A. Owner shall pay Engineer for Services as follows:

1. A Lump Sum amount of \$16,000.00.
2. In addition to the Lump Sum amount, reimbursement for the following expenses: none

- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer'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 Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

## 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 Engineer for its services is a substantial failure to perform and a basis for termination.
  - b. By Engineer:
    - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Engineer's Services are delayed 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 5.01.I.
  - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
  - 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 Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer 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 Engineer's consultants' charges, if any.

#### 4.01 *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 4.01.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 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 Engineer 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 Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. 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. Subject to the foregoing standard of care, 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.
- B. 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 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. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. 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.
- E. Engineer 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 Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer 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 Engineer, 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 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 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.
- G. Owner and Engineer 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.
- H. To the fullest extent permitted by law, Owner and Engineer (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 Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer 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 Engineer 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. Engineer'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.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), 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 duly executed written instrument.

#### *Definitions*

- B. *Constructor*—Any person or entity (not including the Engineer, 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.
- C. *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.

*Attachments:* Appendix 1, Engineer's Standard Hourly Rates, Scope of Services letter dated November 24, 2021

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

Owner: Town of Bainville

Engineer: Interstate Engineering, Inc.

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

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

Print name: \_\_\_\_\_

Print name: Jordan Mayer

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

Title: Project Engineer

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

Date Signed: November 24, 2021

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

PEL-EF-LIC-419

State of: Montana

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

211 Clark Avenue E  
Bainville, MT 59212

PO Box 648, Sidney, MT 59270  
\_\_\_\_\_

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_.

**Engineer's Standard Hourly Rates** *(Revised 2/7/2021)*

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ENGINEERS

ENG I	\$104.00 per hour
ENG II	\$137.00 per hour
ENG III	\$172.00 per hour
ENG IV	\$195.00 per hour
ENG V	\$213.00 per hour
ENG VI	\$236.00 per hour
ENG VII	\$250.00 per hour

SURVEYORS

SURV I	\$97.00 per hour
SURV II	\$110.00 per hour
SURV III	\$127.00 per hour
SURV IV	\$159.00 per hour
SURV V	\$179.00 per hour
SURV VI	\$199.00 per hour
SURV VII	\$214.00 per hour

PLANNERS

PLANNER I	\$83.00 per hour
PLANNER II	\$106.00 per hour
PLANNER III	\$138.00 per hour
PLANNER IV	\$165.00 per hour

TECHNICIANS

TECH I	\$69.00 per hour
TECH II	\$96.00 per hour
TECH III	\$119.00 per hour
TECH IV	\$136.00 per hour
TECH V	\$148.00 per hour
TECH VI	\$170.00 per hour
TECH VII	\$186.00 per hour
TECH VIII	\$208.00 per hour

ADMINISTRATIVE

ADMIN I	\$74.00 per hour
ADMIN II	\$84.00 per hour

INFORMATION TECHNOLOGISTS

IT I	\$135.00 per hour
IT II	\$185.00 per hour

EXPERT WITNESS

\$275.00 per hour

**CONTINUED**

CHARGEABLE EXPENSES

Subsistence.....	Actual cost	8 ½" X 11" Prints per Page.....	\$0.15 – black & white, \$0.50 - color
Travel Vehicle.....	\$0.58 per mile	11" x 17" Prints per Page.....	\$0.25 – black & white, \$0.50 - color
Survey Vehicle.....	\$0.68 per mile	24" x 36" Prints per Page.....	\$9.00
Aircraft.....	Actual cost	Mylar.....	\$3.00 per ft <sup>2</sup>
Any But Ordinary First-Class Postage.....	Actual cost	ATV.....	\$75.00 per day
Subconsultant Services.....	Cost plus 10%	UTV.....	\$150.00 per day
Plat Certification per Certification.....	\$35.00	ATV / UTV with Tracks.....	\$125.00 / \$200.00 per day
Recordation per Monument.....	\$35.00	Snowmobile.....	\$200.00 per day

Cost of surveying materials, filing fees, drafting materials and other materials required for the job..... Cost plus 25%

Any and all sales and use tax, TERO or other special fees which apply to this contract.



November 24, 2021

Town of Bainville  
211 Clark Avenue E  
Bainville, MT 59212

Via Email: [townofbainville@live.com](mailto:townofbainville@live.com)

Re: Water Main Supply Line – Unaccounted Water Project  
ie# S21-06-123

Dear Honorable Mayor and Council,

Thank you for the opportunity to present this proposal for civil engineering services to you in preparation of a future potential unaccounted water project in Bainville, Montana. Using the information we discussed, we have developed the following proposal letter with a breakdown of the proposed engineering fees for your project.

This proposal is to complete work for the topographic and location survey of the existing site along two designated alignments, prepare a base map of the project sites, and provide a probable opinion of project cost for both alignments to be utilized in a ARPA competitive grant application. Interstate Engineering will provide the following:

**Task 1 – Topographic Survey, Base Map Preparation and Probable Opinion of Project Costs: Two Options**

This task is to complete the topographical survey of the existing facility site as referenced above and develop a base map using AutoCAD Civil 3d. The following will be provided in the base map:

1. Survey data not to exceed a 100-foot grid will locations of important points of drainage features, streets, parking lots, sidewalks, approaches, benchmarks, etc.
2. Location and elevation of readily available existing public water and sewer utility features.
3. Note road surfaces and widths on or adjoining the property and surface material of all distinct areas of, and adjacent to, the property.
4. Location of trees, hedges, fences, and other above-ground features.
5. Location of readily available property corners and highway right-of-way monuments

A request for utility locates will be made via the Montana One-Call system. Marked utilities will be included in the base map. The base map will show the existing topography at one half-foot contour intervals, site improvements, and marked utilities. The accuracy of the utilities will be limited to the accuracy of the locate marked by others in the field.

An exhibit will be provided showing both preliminary routes. A probable opinion of project cost will be provided for both routes and presented at one (1) council meeting.

Professionals you need, people you trust



Town of Bainville Responsibilities:

1. Provide Water PER
2. Provide Record Drawings for 12" water main extension to MacBain Man-Camp
3. Locate water and sewer facilities during the one-call

**The fee to complete Task 1 is \$16,000 lump sum.**

This fee estimate is based on the Scope of Service detailed above. Should the scope change such that additional work is required to complete the Project, the Owner will be advised of the approximate additional fees required to complete the additional work. No additional work will proceed without prior Owner authorization.

This fee does not include:

1. Calculating/setting property corners or highway right-of-way monuments
2. Pickup survey should additional information be requested
3. Design engineering services
4. Bidding services
5. Construction engineering services

We look forward to providing you our professional services. Should you find this proposal acceptable, please sign the attached Short Form Agreement. Interstate Engineering will consider a signed agreement as our notice to proceed. If you have any questions or require additional information, please feel free to contact me at your convenience.

This proposal is valid for 10 days from the date of this letter.

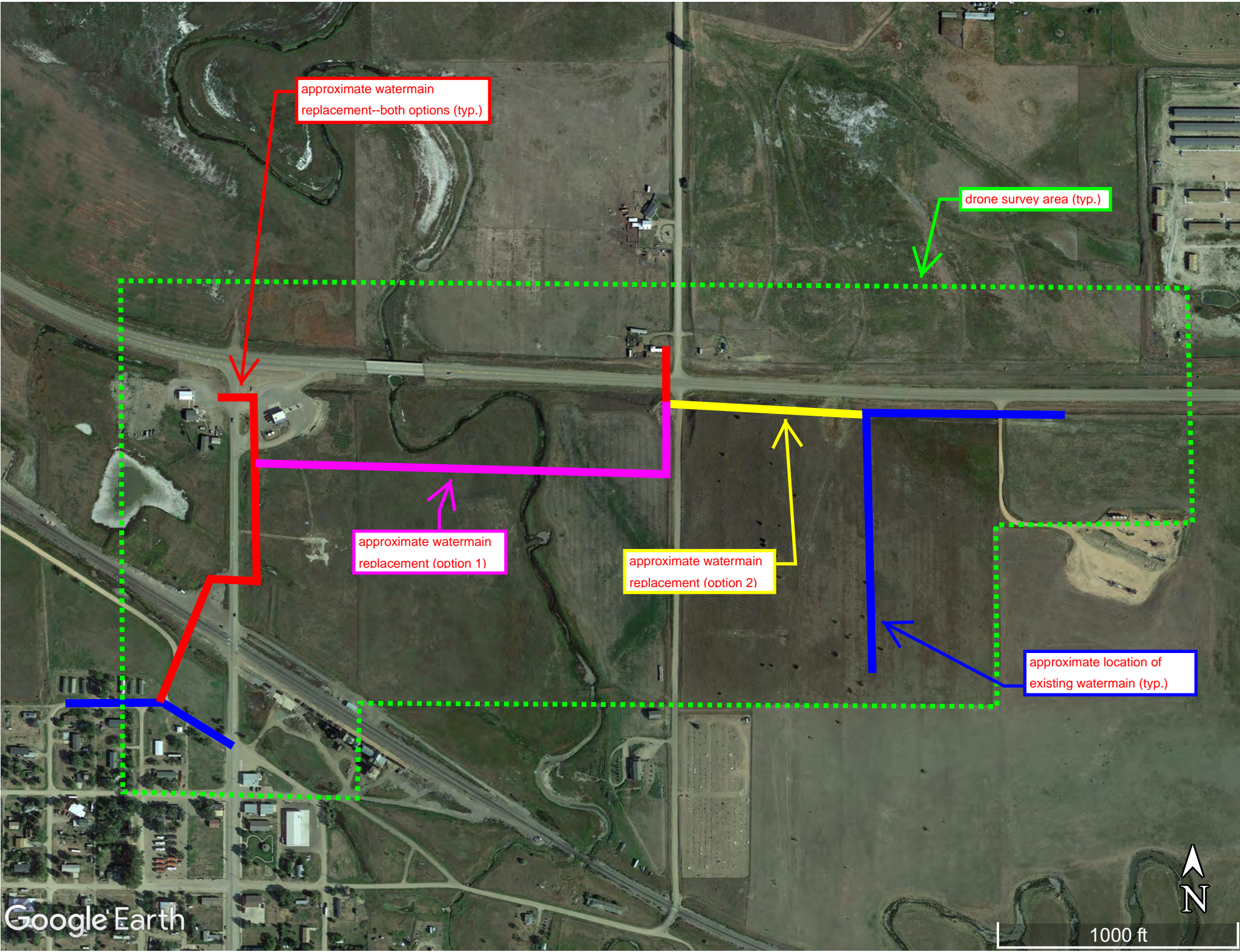
Respectfully Submitted,  
INTERSTATE ENGINEERING, INC.

Jordan Mayer, PE  
Project Engineer

Encl: Exhibit A – Survey Area with Two Approximate Pipeline Alignments

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approximate watermain  
replacement--both options (typ.)

drone survey area (typ.)

approximate watermain  
replacement (option 1)

approximate watermain  
replacement (option 2)

approximate location of  
existing watermain (typ.)