



September 24, 2021

Client: Gallatin Canyon County Water & Sewer District
ATTN: Scott Altman
PO Box 16095
Big Sky, MT 59716

RE: Letter Agreement for Professional Services - Standard Fee Rates
Project Description: District Administration, Funding and Preliminary Engineering

Dear Scott:

WGM Group, Inc. (WGM) appreciates the opportunity work with the Gallatin Canyon County Water and Sewer District (District) and continue to advance that Gallatin Canyon sewer project. The below scope and budget include district administration support services, funding procurement support, District representation and public outreach services, and development of a preliminary infrastructure phasing plan reflecting currently available funds. The tasks identified reflect preliminary scoping coordinated in early 2021 for the District's resort tax funding request, along with updated scope items based on the availability of American Rescue Plan Act (ARPA) funds.

SCOPE OF WORK

Task 1: District Administration \$8,800

General consultation and support to develop District by-laws, Board election, roles & responsibilities, infrastructure purchase agreement form(s), connection and annexation agreement forms, among other items (see Appendix A-1 of the Canyon Feasibility Study for example forms and to-do-list items). Develop management and administration tools such as website development, billing, accounting, secretarial record keeping and general compliance with District obligations. Attendance and general assistance with quarterly Board meetings including agenda development, presentation(s) and recording meeting minutes.

Task 2: Funding and Outreach \$9,200

Big Sky ARPA Funding Committee (District, BSRAD and BSCWSD stakeholders) meetings attendance, preparation of ARPA application funding application, and project advocacy and outreach efforts to generate general project support and secure support letters for inclusion in future funding applications. Near-term funding opportunities anticipated include the state managed ARPA competitive grant and Gallatin County ARPA funds disbursement. Provide District representation at outreach events (Big Sky Community Forum fall event, Ramshorn HOA meeting).

Task 3: Preliminary Infrastructure Phasing Plan \$7,000

Develop an infrastructure phasing plan to assess capital costs to collect individual "Service Areas" identified in the FS (conceptual phasing plan provided below). The phasing plan will aid informing the District Board on items including but not limited to capital improvement plan development, groundwater discharge permitting and disposal locations, refined demand projections, and general development coordination.

Conceptual Infrastructure Phasing Plan based on Canyon FS Service area boundaries:

- Phase 1 (Service Area 5) - 4,000 lineal feet (LF) of 12-inch dia. gravity collection main and 150,000 to 200,000 gallon per day (gpd) disposal capacity. Consideration for water rights mitigation.

- Phase 2 (Service Area 6 & 8) - 1,200 LF of 12-inch dia. and 1,500 LF of 10-inch dia. gravity collection main, 100,000 to 200,000 gpd disposal capacity.
- Phase 3 (Service Area 2, west side only) -700 LF of 8-inch dia. gravity collection main and 400 LF 4-inch dia. force main.
- Phase 4 (Service Area 4) -5,300 LF of 8-inch dia. gravity collection main and one HWY. 191 boring.
- Phase 5 (Service Area 9) -2,400 LF of 10-inch dia. gravity collection main and 100,000 to 150,000 gpd disposal capacity.
- Phase 6 (Service Area 13) -4,300 LF of 8-inch dia. gravity collection main and 100,000 to 150,000 gpd disposal capacity.

ADDITIONAL SERVICES

Services not specifically described in the tasks above are not included.

FEE ESTIMATE

Our fees will be billed on a time and materials basis. Work would only commence upon Client authorization of individual tasks identified above and associated budget estimates. Fees are valid through August 2022 and may need to be adjusted if the project extends beyond this date.

SERVICES AGREEMENT

WGM agrees to provide services on a time and materials basis for the above-referenced project per the attached standard rates (Exhibit A). All work will be performed in accordance with generally accepted standards of professional care.

Invoices will be prepared monthly from actual time worked by personnel assigned to the project plus direct expenses using our standard rates, which are subject to change annually. Client agrees to pay invoices in full within 30 days of the invoice date, or contact us if our services are not satisfactory. Interest at the rate of 0.833% per month (10% per annum) will be added to unpaid invoices after 30 days and WGM may, without liability, terminate service. Payments will be credited first to interest and then to principal.

WGM and Client agree that the project scope of services may change due to unforeseen circumstances or at the Client's direction. WGM will keep Client apprised of anticipated project cost changes and prepare updated estimates for Client approval as requested. WGM reserves the right to terminate this contract after a seven-day notice if Client insists upon a course of action with which WGM has a fundamental disagreement or if performance of services is rendered unreasonably difficult due to actions of the Client. Client may terminate or suspend services after a five-day notice and WGM will be paid for all work satisfactorily performed through the date of termination or suspension.

WGM looks forward to working with you on this project. If the terms of this agreement are acceptable, please sign this letter in the space provided below and return a copy to us.

Sincerely,
WGM Group, Inc.



Mace Mangold, LEED AP, PE
Senior Project Engineer

Client: Gallatin Canyon County Water & Sewer District



(sign)

Scott Altman

(printed name)

Oct, 25, 2021

(date)

President

(title)