

Contract for Professional Engineering, Consulting, and Planning Services For Yellowstone County

In consideration of the mutual promises herein, Yellowstone County and Sanderson Stewart agree as follows. This Contract consists of:

- Part I, consisting of 15 Sections of Special Provisions;
- Part II, consisting of 20 Sections of General Provisions;
- Appendix A consisting of 2 pages (Basic Services of Engineer);
- Appendix B consisting of 1 page (Methods and Times of Payment);
- Appendix C consisting of 1 page (Task Order);
- Appendix D consisting of 2 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 page (Project Schedule);
- Appendix F consisting of 1 page (Certificate(s) of Insurance)

PART I SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

- A. "County" means the Yellowstone County
- B. "Engineer" means Sanderson Stewart
- C. "Contractor" means any third party responsible for the physical construction of a project.

Section 2. Scope of Services.

- A. The Engineer shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference. Projects requested by the Advisory Board and approved by the Yellowstone County Board of County Commissioners will be handled by amendment to the Master Agreement for each project. For specific County identified tasks or projects greater than \$500.00 in value, Appendix C shall be completed to define the specific project scope of work by both the Engineer and the County. An "on-call method" may be used by the County to directly contact Sanderson Stewart or Sanderson Stewart subconsultants

for routine tasks anticipated to be \$5000.00 or less in value. For “on-call” projects utilizing Sanderson Stewart subconsultants, the County shall contact the subconsultant via email and copy Sanderson Stewart with the task directive.

- B. The County shall pay the Engineer in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services performed under this Contract.
- C. The County shall not allow any claim for services other than those described in this Section. However, the Engineer may provide, at its own expense, any other services that are consistent with this Contract.
- D. For projects containing a construction phase, the Engineer shall provide record drawings as specified hereafter, as approved by the County Public Works Director, to the County within 90 days after the project substantial completion date. Final payment will be withheld until the record drawings are received by the County. Sealed hard copy and electronic copies of record drawings shall be provided to the County.

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of the County.
- B. The Engineer shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on December 31, 2028, but may be extended additional calendar years in one year increments, at the discretion of both the County, as authorized by the County Commission, and Sanderson Stewart.

Section 4. Compensation; Method of Payment.

- A. Total payments to the Engineer, including reimbursables, shall not exceed amounts requested by the Advisory Board and approved via approved task order by the Yellowstone County Board of County Commissioners.
- B. Subject to the Engineer's satisfactory performance, the County shall pay the Engineer in accordance to the schedule of fees in Appendix D.
- C. The Engineer is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.

Section 5. Termination of the Engineer's Services.

The Engineer's services under Section 2 of this Part may be terminated:

- A. By mutual consent of the parties.
- B. For the convenience of the County, provided that the County, acting through the County Commission notifies the Engineer in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination.
- C. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this Subsection is subject to the condition that the terminating party notifies the other party of its intent to

terminate, stating with reasonable specific grounds therefore, and the other party fails to cure the default within 30 days after receiving the notice.

- D. If the County chooses not to follow recommendations of the Engineer, it is at the County's own risk and may be considered grounds for termination under this section by Engineer.

Section 6. Duties Upon Termination

- A. If the County terminates the Engineer's services for convenience, the County shall pay the Engineer for its actual costs reasonably incurred in performing before termination. All finished and unfinished documents and materials prepared by the Engineer shall become the property of the County.
- B. If the Engineer's services are terminated for cause, the County shall pay the Engineer the reasonable value of the services satisfactorily rendered prior to termination, less any damages suffered by the County because of the Engineer's failure to perform satisfactorily. Any finished or unfinished documents or materials prepared by the Engineer under this Contract shall become the property of the County at its option.
- C. The Engineer shall not be entitled to any compensation under this Section until the Engineer has delivered to the County all documents, records, work product, materials and equipment owned by the County and requested by the County.
- D. If the Engineer's services are terminated for whatever reason the Engineer shall not claim any compensation under this Contract, other than that allowed under this Section.
- E. Except as provided in this Section, termination of the Engineer's services under Section 5 of this part does not affect any other right or obligation of a party under this Contract.

Section 7. Insurance.

- A. The Engineer shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Engineer shall furnish the County with proof of insurance in accordance with Subsection B of this Section.
- B. The Engineer shall provide the following insurance:
 - 1. Workers' compensation and employer's liability coverage as required by Montana law.
 - 2. Commercial general liability, including contractual and personal injury coverage -- \$1,500,000 per occurrence.
 - 3. Commercial automobile liability -- \$500,000 per accident.
 - 4. Professional liability in the amount of \$1,500,000.
- C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to the County prior to cancellation.
- D. The County SHALL be listed as an additional insured on all policies except Professional Liability and Workers Compensation Policies. In addition, all policies

except Professional Liability and Workers Compensation shall contain a waiver of subrogation against the County.

Section 8. Assignments.

No assignment without consent: Neither party may assign this Agreement without the written agreement of the other party.

Section 9. Publication, Reproduction and Use of Material.

- A. Should the County elect to reuse work products provided under this Contract for other than the original project and/or purpose, the County will indemnify and hold harmless the Engineer from any and all claims, demands and causes of action of any kind or character arising as a result of reusing the documents developed under this contract. Additionally, any reuse of design drawings or specifications provided under this Contract must be limited to conceptual or preliminary use for adaptation, and the original Engineer's or subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

Section 10. Notices.

Any notice required pertaining to the subject matter of this Contract shall be either sent via facsimile (FAX), emailed, or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Yellowstone County: Woody Woods
Brandy Dangerfield
LW-PED Boardmember
Yellowstone County
P.O. Box 35003
Billings, MT 59101
Phone: (406) 256-2735 / Fax: (406) 254-7946

Engineer: Sanderson Stewart
Erin Claunch, PE, PTOE, Municipal Group Manager
1300 North Transtech Way
Billings, Montana 59102
Phone: (406) 869-3320 / Fax: (406) 656-0967

Notices are effective upon the earlier of receipt, proof of good transmission (facsimiles only), or 5 days after proof of proper posting.

Section 11. Contract Budget.

In connection with its performance under this Contract, the Engineer shall not make expenditures other than as provided in line items in the Contract budget.

Section 12. Force Majeure.

- A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.
- B. As used in this Contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation:
 - 1. Any interruption, suspension or interference resulting solely from the act of the County or neglect of the County not otherwise governed by the terms of this Contract.
 - 2. Strikes or work stoppages.
 - 3. Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.
 - 4. Order of court, administrative agencies or governmental officers other than the County.

Section 13. Financial Management System.

The Engineer shall establish and maintain a financial management system that:

- A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Contract;
- B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Engineer's performance under this Contract, including information pertaining to subcontracts, obligations, unobligated balances, outlays and income;
- C. Effectively controls and accounts for all municipal funds and Contract property;
- D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
- E. Allocates administrative costs to direct service delivery units;
- F. Provides accounting records supported by source documentation; and

Section 14. Funding Requirements.

In the event that any funding source for this Contract should impose additional requirements upon the County for the use of those funds, the Engineer agrees to abide by those additional requirements immediately upon receipt of written notice thereof from the County.

Section 15. Subcontracts.

The Engineer may enter into subcontracts for the purchase of goods and services necessary for the performance of this Contract, provided:

- A. Every subcontract shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid thereof.
- B. Every subcontract in an amount exceeding \$1,000 shall require reasonable access to business records of the subcontractor relating to the purchase of goods or services pursuant to the subcontract.

PART II GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

The Engineer shall perform its obligations hereunder as an independent Engineer and Consultant of the County. The County may administer the Contract and monitor the Engineer's compliance with its obligations hereunder. The County shall not supervise or direct the Engineer other than as provided in this Section.

Section 2. Nondiscrimination.

- A. The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Engineer will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Engineer agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The Engineer shall state, in all solicitations or advertisements for employees to work on Contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
- C. The Engineer shall comply with any and all reporting requirements that may apply to it which the County may establish by regulation.
- D. The Engineer shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this Contract, so as to be binding upon every such subcontractor or vendor of the Engineer under this Contract.
- E. The Engineer shall comply with all applicable federal, state, and County laws concerning the prohibition of discrimination.

Section 3. Permits, Laws, and Taxes.

The Engineer shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Contract. All actions taken by the Engineer under this Contract shall comply with all applicable statutes, ordinances, rules and regulations. The Engineer shall pay all taxes pertaining to its performance under this Contract.

Section 4. Nonwaiver.

The failure of either party at any time to enforce a provision of this Contract shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Contract or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

Section 5. Amendment.

- A. This Contract shall only be amended, modified or changed by writing, executed by authorized representatives of the parties, with the same formality as this Contract was executed.
- B. For the purposes of any amendment modification or change to the terms and conditions of this Contract, the only authorized representatives of the parties are:

Engineer: Erin Claunch, PE, PTOE, Municipal Group Manager
(title of position)

Yellowstone County: Tim Miller, Public Works Director

- C. Any attempt to amend, modify, or change this Contract by either an unauthorized representative or unauthorized means shall be void.

Section 6. Jurisdiction; Choice of Law.

Any civil action rising from this Contract shall be brought in the District Court for the Third Judicial District of the State of Montana, Yellowstone County. The law of the State of Montana shall govern the rights and obligations of the parties under this Contract.

Section 7. Severability.

Any provision of this Contract decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Contract.

Section 8. Integration.

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

Section 9. Liability.

The Engineer shall indemnify, defend, save, and hold the County harmless from any claims, lawsuits or liability, including reasonable attorneys' fees and costs, arising from any wrongful or negligent act, error or omission of the Engineer or any subcontractor as a result of the Engineer's or any subcontractor's performance pursuant to this Contract.

- A. The Engineer shall not indemnify, defend, save and hold the County harmless from claims, lawsuits liability, or attorneys' fees and costs arising from wrongful or negligent acts, error or omission of the County occurring during the course of or as a result of the performance of the Contract.
- B. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both the County and the Engineer, the Engineer shall indemnify, defend, save, and hold the County harmless from only that portion of claims, lawsuits or liability, including attorneys' fees and costs, which result from the Engineer's or any subcontractor's wrongful or negligent acts occurring as a result from the Engineer's performance pursuant to this Contract.

The County shall indemnify, defend, save, and hold the Engineer harmless from any claims, lawsuits or liability, including reasonable attorneys' fees and costs, arising from any wrongful or negligent act, error or omission of the County as a result of the County's performance pursuant to this Contract.

- A. The County shall not indemnify, defend, save and hold the Engineer harmless from claims, lawsuits liability, or attorneys' fees and costs arising from wrongful or negligent acts, error or omission of the Engineer occurring during the course of or as a result of the performance of the Contract.
- B. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both the County and the Engineer, the County shall indemnify, defend, save, and hold the Engineer harmless from only that portion of claims, lawsuits or liability, including attorneys' fees and costs, which result from the County's wrongful or negligent acts occurring as a result from the County's performance pursuant to this Contract.

Section 10. Interest, Suspension, and Collection Costs.

Any invoice not paid within 30 days of date of invoice shall bear interest at 1.5 percent per month on the unpaid balance. If County fails to make payment within 45 days of the date of any invoice, Engineer shall have the right, but not the obligation, to suspend work and withhold deliverables until payment in full, including interest, is received. Engineer shall have no liability whatsoever to the County for any costs or damages as a result of such suspension. If Engineer resumes services after payment by County, the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Engineer to resume performance.

If an invoice remains unpaid for more than 90 days, Engineer shall have the right, but not the obligation, to initiate collection procedures. If the County fails to make payment when due and Engineer incurs any costs in order to collect sums from the County, the County agrees that all such collection costs incurred shall immediately become due and payable to Engineer. Collection costs shall include, but are not limited to, legal fees, collection agency fees and expenses, court costs, collection bonds, and reasonable staff costs for Engineer's staff for time spent in efforts to collect. This obligation of County to pay Engineer's collection costs shall survive the term of this Agreement or any termination by either party.

It is understood and agreed that Engineer's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a

Supplemental Agreement may be negotiated between the County and Engineer describing the services desired and providing a basis for compensation to Engineer.

Section 11. Information Provided By the County or Others.

The County agrees to provide to Engineer all available information necessary to perform duties as outlined in the attached scope of services. The County shall furnish, at the County's expense, all information, requirements, reports, data, surveys, and instructions required. Engineer is entitled to rely on the accuracy and completeness of all such information provided.

The County shall furnish right-of-way entry onto the project site for Engineer to perform necessary field measurements or studies.

Section 12. Ownership of Instruments of Service.

All reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by Engineer as instruments of service shall remain the property of Engineer. Engineer acknowledges that the County is a public agency with full disclosure and dissemination of information. Engineer retains all common law, statutory and other reserved rights, including the copyright to all instruments of service. If any instruments of service must be filed with governmental agencies, Engineer will furnish copies to the County upon request. The County will not reuse or modify the instruments of service without Engineer's prior written authorization. The County agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Engineer, its officers, directors, employees, and agents, from and against any and all damages, claims, liabilities, costs, or suits, including reasonable attorney's fees and defense costs, arising from, allegedly arising from, or in any way connected with the unauthorized reuse or modification, caused or authorized by the County, of any instrument of service by any person or entity other than Engineer.

Section 13. Electronic Files.

Engineer may furnish drawings, reports, or data on electronic media generated and furnished by Engineer. The Engineer shall provide electronic copies of information to the County upon request by the County and said electronic copies of information shall not be unreasonably withheld by Engineer. The County understands and agrees that all such electronic files are instruments of service of Engineer, that Engineer shall be deemed the author, and shall retain all common law, statutory law, and other rights, including copyrights. The County agrees not to reuse these electronic files, in whole or in part, for any other purpose other than for the project. The County agrees not to transfer these electronic files to others without the prior written consent of Engineer. The County further agrees to waive all claims against Engineer resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than Engineer.

The County is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by Engineer and electronic files, the signed or sealed hard-copy construction documents shall govern.

Additionally, the County agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Engineer, its officers, directors, employees, and agents, against

all damages, liabilities, claims, or suits, including reasonable attorney's fees and defense costs, arising from any changes made by anyone other than Engineer, or from any reuse of the electronic files without the prior written consent of Engineer.

Under no circumstances shall delivery of electronic files for use by the County be deemed a sale by Engineer; and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. Engineer shall not be liable for indirect or consequential damages as a result of the County's use or reuse of electronic files.

Section 14. Opinions of Probable Cost.

The County hereby acknowledges that Engineer cannot warrant that any opinions of probable cost provided by Engineer will not vary from actual costs incurred by the County. The County understands that Engineer has no control over the cost or availability of labor, equipment, materials, or over market conditions or the Contractor's method of pricing. Engineer makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Engineer's opinion of probable cost.

Section 15. Construction Service.

If, under this Agreement, professional services are provided during the construction phase of the project, Engineer shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work; nor shall Engineer be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents or for the Contractor's failure to comply with the applicable laws, ordinances, rules, or regulations. These rights and responsibilities are solely those of the Contractor.

Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, or any person or entity performing any portion of the work. Engineer does not guarantee or warrant the performance of any Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable codes, laws, rules or regulations.

Section 16. Job Site Safety.

Neither the professional activities of Engineer, nor the presence of Engineer at the construction/project site, shall relieve the general contractor and all subcontractors of any of their responsibilities and duties to perform the work in accordance with the contract documents and to comply with any health or safety precautions required by any regulatory agencies. Engineer does not have authority to control any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The County agrees that the contractor and subcontractors are solely responsible for job site safety and warrants that this intent shall be carried out in the County's contract with the general contractor. The County also agrees that the County and the Engineer shall be indemnified by the general contractor for any such claims and shall be made additionally insured under the general contractor's insurance policies.

Section 17. Permitting.

Engineer shall assist the County in applying for permits and approvals where required by law. In cases where the scope of services requires Engineer to submit, on behalf of the County, a permit application and/or approval by a third party to this contract, Engineer does not make any warranties, guarantees, or representations as to the success of Engineer's effort on behalf of the County. Payment for services rendered by Engineer is not contingent upon the successful acquisition of these permits.

Section 18. Consequential Damages.

Notwithstanding any other provision in this Agreement, neither the County nor Engineer, their respective officers, directors, shareholders, partners, employees, agents, members, subconsultants, or employees shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or in any way connected to the project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action.

Section 19. Standards of Performance.

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 engineer's 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 Engineer's services.

Section 20. Inspection and Retention of Records.

The Engineer shall, at any time during normal business hours and as often as the County may deem necessary, make available to the County, for examination, all of its records with respect to all matters covered by this Contract for a period ending three years after the date the Engineer is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Engineer shall submit such other information and reports relating to its activities under this Contract, to the County, in such form and at such times as the County may reasonably require. The Engineer shall permit the County to audit, examine and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Contract. The County may, at its option, permit the Engineer to submit its records to the County in lieu of the retention requirements of this Section.

Appendix A

Basic Services of Engineer

Section 1. Engineer's Rights and Duties.

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Engineer's portion of the project as defined in the scope of work and to prepare and deliver to the County all plans, specifications, bid documents, and other material as designated herein, or as designated by the scope of the specific task or project.
- B. Ascertain such information as may have a bearing on the work from local units of government, utility companies, and private organizations and shall be authorized to procure information from other authorities besides the County, but shall keep the County advised as to the extent of these contacts and the results thereof.
- C. Prepare and present such information as may be pertinent and necessary in order for the County to pass critical judgment on the features of the work. The Engineer shall make changes, amendments or revisions in the detail of the work as may be required by the County. When alternates are being considered, the County shall have the right of selection.
- D. Engineer's work shall be in accordance with the standards of sound engineering and present City, County, State, and National standards and policies currently in use.
- E. Conform to the requirements of the Montana Code Annotated Title 18 "Public Contracts" and more particularly Sections 18-2-121 and 18-2-122, and all other codes of the State of Montana applicable to providing professional services including codes and standards nationally recognized.
- F. The Engineer shall certify with the submission of final plans that the plans are in conformance with applicable sections of Title 69, Chapter 4, Part 5, of the Montana Code Annotated as pertaining to existing utilities.
- G. To perform professional services in connection with the project and will serve as the County's representative in those phases of the project to which this agreement applies.
- H. Where Federal or State funds are involved, the necessary provisions to meet all requirements will be complied with and documents secured and placed in the bidding documents.
- I. For a certain identified project or task, complete a task order (Appendix C) to define the specific project scope of work with the County officials, submit an estimated progress schedule as to time and costs at the beginning of the work, and monthly progress reports thereafter until complete. The reports will include any problems, potential problems, and delays as foreseen by the Engineer. Reports will be submitted in a timely manner to permit prompt resolution of problems.

- J. Name a Task Director who shall be the liaison between the County and the Engineer. For this project the Task Director designated for the Engineer is Erin Claunch, PE, PTOE, Project Manager working under D.J. Clark, PE, PTOE, Principal.

Section 2. County Rights and Duties.

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the County's portion of the project as designated in the scope of work.
- B. Name a Task Director who shall be the liaison between the Engineer and The County. For this project, the Task Director designated is Tim Miller, Public Works Director. Other task directors may be identified based on the specific project identified under this Contract.

Section 3. Scope of Work.

The scope of services contemplated by the County shall be determined at a later time and amended to this contract. Additional Task Orders will be amended within Appendix C of the Contract.

Appendix B

Methods and Times of Payment

Section 1. Payments for Basic Services.

The County shall authorize payment to the Engineer for services performed under Appendix A of this Agreement. Partial payment shall be due the Engineer upon receipt of the Engineer's pay estimate, said estimate being proportioned to the work completed by the Engineer.

For services rendered, the Engineer shall be paid based upon actual time accrued, including any subconsultant fees according to the schedule of fees in Appendix D.

Section 2. Corrections.

Costs of County work that is required for the purpose of correcting the Engineer's work shall be deducted from any payments due the Engineer if the Engineer fails to make the required corrections.

Section 3. Fee Increases

The above stated basic services payments in Appendix D shall be updated periodically to reflect market conditions.

Appendix C

TASK ORDER

This **Task Order** is issued under the **Contract for Professional Engineering Services Agreement** dated _____ between Yellowstone County and Sanderson Stewart for services to be provided by the Engineer for the County, as described in the Project Information section of this Task Order Proposal dated _____. This Task Order is incorporated into and made part of the Contract for Professional Engineering Services Agreement.

A. Project Information

B. Scope of Services: The Scope of Services to be provided under this Task Order are described as follows:

C. Compensation: The County shall pay compensation for the Services performed at the fees stated in the Contract for Professional Engineering Services unless fees are otherwise stated below.

All Terms and conditions of the Contract for Professional Engineering Services Agreement shall continue in full force and effect. This Task Order is accepted, and the Engineer is authorized to proceed.

Engineer: **Sanderson Stewart**

Yellowstone County

By: _____ Date: _____

By: _____ Date: _____

Name/Title: _____

Name/Title: _____

Address: _____

Address: _____

Phone: _____ Fax: _____

Phone: _____ Fax: _____

Task Order reference number:

Appendix D

Schedule of Professional Fees

See attached rate sheet (following pages)

Appendix E

PROJECT SCHEDULE

Specific task schedules will also be developed upon issuance of a task order under this agreement for services.

Appendix F
Certificate(s) of Insurance

(Attach Certificate(s) of Insurance)