

or "County"

**Standard Form of Agreement between Owner
and Contractor on the Basis of a Stipulated Price
Terracon Consultants Geotechnical Services – Infiltration Testing**

This agreement is dated as of the 28th day of January 2026, by and between Yellowstone County, Montana (hereinafter called Owner), and Terracon, (hereinafter called Contractor).

Owner and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

- 1. Scope of Work – See attached
- 2. Contract Times

Terracon
proposal no.
P26265005
dated January
26, 2026

Consultants, Inc.

This contract will be in effect from January 28, 2026, until January 28, 2027. Should any work outside the Scope of Work need to be performed both parties must agree in writing.

- 3. Contract Price - \$3,215.00
- 4. Contractors Representation

4.1 Contractor has examined and reviewed the Contract documents and other related paperwork.

4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.

4.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

applicable

4.4 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

- 5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Contractor, consist of the following:

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- 5.1 This Agreement.
- 5.2 The Contractor's proposal dated January 26, 2026.
- 5.3 Contractor's Certificate of Insurance, independent Contractor designation, and Workers Compensation coverage.

6. Miscellaneous

which shall not be unreasonably withheld

6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.

6.2 Contractor, shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Dollars, (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence while performing any work or service and for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability ~~which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors.~~ This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

assumed in an insured contract

Contractor shall name on the Certificate of liability insurance Yellowstone County, as additional insured for on-site work or Maintenance Service. In addition, Contractor will furnish to Yellowstone County a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County, are named as an additional insured under the Contractors insurance policy.

Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs,

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as a

to the extent

(including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence. And for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of Contractor. ~~The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County, is liable for any damages by reason of a non-delegable duty.~~

- 6.3 Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County. Workers Compensation insurance or the exemption from the workers compensation obligation must be valid for the entire period.
- 6.4 Owner and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.
- ~~6.5 Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.~~
- 6.6 All work and materials must be warranted for a period of one year from date of installation.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana
- 6.8 Contractor agrees ~~to defend,~~ indemnify and hold harmless the County against all claims for injuries to person or damages to property occurred from or in Connection with the Contractors performance under the Agreement. negligent
- 6.9 In the event of litigation between Contractor and the County, the Prevailing party shall be entitled to reimbursement of Court costs and Reasonable Attorney fees by the non-prevailing party.

7.0 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform

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the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.

8.0 SUSPENSION AND TERMINATION

30 days

- 8.1 Without terminating this Agreement, the COUNTY may suspend the CONTRACTOR's Services following written notice to the CONTRACTOR. On the suspension date specified in the notice, the CONTRACTOR shall have ceased its Services in an orderly manner. The CONTRACTOR shall be reimbursed for all reasonable costs incurred and unpaid for Services rendered through the suspension date specified in the notice, but in no case will the CONTRACTOR be paid for Services rendered after the date of such suspension. If resumption of the CONTRACTOR's Services requires any waiver or change in this Agreement, any such waiver or change shall require the written agreement of all parties, and the writing shall be attached as an addendum to this Agreement.
- 8.2 The COUNTY shall have the right to terminate this Agreement, in whole or in part, at any time during the course of performance by providing 30 days written notice to the CONTRACTOR. On the termination date specified in the notice, the CONTRACTOR shall have ceased its Services in an orderly manner. If a new contractor is retained to, or the COUNTY will itself, complete the Services, the CONTRACTOR will cooperate fully with the COUNTY in preparing the new contractor or the COUNTY itself to take over completion of the Services on the specified termination date. The CONTRACTOR will be reimbursed for all reasonable costs incurred and unpaid for Services rendered in conformance with this Agreement through the date of termination specified in the COUNTY's notice to the CONTRACTOR, but in no case will the CONTRACTOR be paid for Services rendered after the date of such termination.
- 8.3 In the event of a material breach of this Agreement by the COUNTY, the CONTRACTOR shall have the right to terminate this Agreement thirty (30) days after written notice to the COUNTY specifying such material breach, unless the COUNTY has cured such material breach within said period.
- 8.4 This Agreement may be terminated without cause by either party. In that event, the party seeking to terminate said Agreement must give ~~ninety (90)~~ days written notice to the other party of the intent to terminate the Agreement.

thirty (30) days

9.0 Supplemental Terms and Conditions attached and incorporated herein.

9.0 Supplemental Terms and Conditions

Testing and Observations. Owner understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Contractor will provide test results and opinions based on tests and field observations only for the work tested. Owner understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Owner shall cause all tests and inspections of the site, materials, and Services performed by Contractor to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Contractor's recommendations. No claims for loss or damage or injury shall be brought against Contractor by Owner or any third party unless all tests and inspections have been so performed and Contractor's recommendations have been followed. Unless otherwise stated in the Proposal, Owner assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Owner is adequate and sufficient for Owner's intended purpose. Owner is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Contractor so Contractor can perform these Services. Contractor is not responsible for damages caused by services not performed due to a failure to request or schedule Contractor's services. Contractor shall not be responsible for the quality and completeness of Owner's contractor's work or their adherence to the project documents, and Contractor's performance of testing and observation services shall not relieve Owner's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Contractor will not supervise or direct the work performed by Owner's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.

Standard of Care/Warranty. Contractor will perform the services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONTRACTOR MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONTRACTOR'S SERVICES AND CONTRACTOR DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Site Access and Safety. Owner shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Contractor will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Owner's contractors, subcontractors, or other parties present at the site.

Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Owner understands Contractor's layout of boring and test locations is approximate and that Contractor may deviate a reasonable distance from those locations. Contractor will take reasonable precautions to reduce damage to the site when performing Services; however, Owner accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

Utilities. Owner shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Contractor shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Contractor shall not be responsible for damage to subterranean structures or utilities that are not called to Contractor's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Contractor.

Change Orders. Owner may request changes to the scope of Services by altering or adding to the Services to be performed. If Owner so requests, Contractor will return to Owner a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Owner's review, Owner shall provide written acceptance. If Owner does not follow these procedures, but instead directs, authorizes, or permits Contractor to perform

changed or additional work, the Services are changed accordingly and Contractor will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Contractor at the time of proposal, Contractor is entitled to a change order equitably adjusting its Services and fee.

Compensation and Terms of Payment. Fees do not include sales tax. Owner will pay applicable sales tax as required by law. Contractor may invoice Owner at least monthly and payment is due upon receipt of invoice. Owner shall notify Contractor in writing, at the address below, within 15 days of the date of the invoice if Owner objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Owner shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Owner agrees to pay all collection-related costs that Contractor incurs, including attorney fees. Contractor may suspend Services for lack of timely payment. It is the responsibility of Owner to determine whether federal, state, or local prevailing wage requirements apply and to notify Contractor if prevailing wages apply. If it is later determined that prevailing wages apply, and Contractor was not previously notified by Owner, Owner agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Owner also agrees to defend, indemnify, and hold harmless Contractor from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.

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IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective January 30, 2026.

OWNER:

Yellowstone County
PO Box 35000
Billings, MT 59101

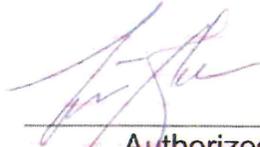


Jay Anderson
Public Works Deputy Director

CONTRACTOR:

Consultants, Inc.

Terracon
2110 Overland Avenue, Suite 124
Billings, MT 59102



Authorized Representative
Travis Gorakke
Senior Engineer

 Terracon
County



2110 Overland Avenue, Suite 124
Billings, Montana 59102
P (406) 656-3072
Terracon.com

January 26, 2026

Yellowstone County
PO Box 35000
Billings, Montana 59107

Attn: Mr. Jay D. Anderson, Deputy Public Works Director
P: (406) 254-7926
E: janderson@yellowstonecountymt.gov

RE: Proposal for Geotechnical Engineering Services
Proposed Infiltration Testing
King Avenue East and Riverside Road
Billings, Montana
Terracon Proposal No. P26265005

Dear Mr. Anderson:

We appreciate the opportunity to submit this proposal to Yellowstone County (County) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the proposal.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data

Our base fee to perform the Scope of Services described in this proposal is \$3,215 (excluding subcontracted private utility location fees). Exhibit C includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,
Terracon

Travis Goracke

Travis Goracke, P.E.
Senior Engineer

Matthew D. Hoffmann, P.E.
Principal | Montana Operations Manager

AGREEMENT FOR SERVICES

This AGREEMENT is between Yellowstone County MT ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Proposed Infiltration Testing project ("Project"), as described in Consultant's Proposal dated 01/26/2026 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: Terracon Consultants, Inc.
 By: Travis Goracke Date: 1/23/2026
 Name/Title: Travis L Goracke / Senior Geotechnical Engineer
 Address: 2110 Overland Ave Ste 124
Billings, MT 59102-6440
 Phone: (406) 656-3072 Fax: _____
 Email: Travis.Goracke@terracon.com

Client: Yellowstone County MT
 By: _____ Date: _____
 Name/Title: Jay Anderson, P.E. / Deputy Public Works Director
 Address: PO Box 35000
Billings, MT 59107-5000
 Phone: (406) 254-7926 Fax: _____
 Email: janderson@yellowstonecountymt.gov

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by the County and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request County and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	An email request for proposal was provided by the County on January 21, 2026. The request included a brief description of the site location, 3246 King Avenue East, and a request for field-tested infiltration rates for a stormwater facility approximately 10,000 to 20,000 square feet in size.
Project Description	The project includes construction of a stormwater facility approximately 10,000 to 20,000 square feet in size on an existing County-owned parcel. The bottom of the stormwater facility is planned to be about 3 feet below existing grade.
Below-Grade Structures	Site improvements include a stormwater facility with a proposed maximum depth on the order of 3 feet below ground surface (bgs).
Free-Standing Retaining Walls	Not anticipated or included in this scope of work.
Test Method	Encased Falling Head Test method as described in Appendix A of Montana Department of Environmental Quality (MDEQ) Circular DEQ-8, 2024 Edition.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project site is an approximate 9.1-acre parcel, located at 3246 King Avenue East in Billings, Montana. Latitude/Longitude (approximate) 45.75506° N, 108.50399° W (See Exhibit D)
Existing Improvements	Vacant parcel of land bordered to the north by King Avenue East and a separate County-owned parcel that has an existing

Item	Description
	structure on it, to the west by Riverside Road, to the south by Interstate 90, and to the east by commercial development.
Current Ground Cover	Earthen, lightly vegetated.
Existing Topography	Based on our review of aerial imagery, we anticipate the site to be relatively flat with site contours on the order of 3,128 feet above mean sea level (MSL).
Site Access	We expect the site, and all exploration locations, to be accessible with our F-150 support vehicles.
Expected Subsurface Conditions	<p>Our experience near the vicinity of the proposed development and review of geologic maps indicates subsurface conditions are likely to consist of a relatively thin layer of lean clay underlain by sand and gravel.</p> <p>To achieve faster infiltration rates and potentially reduce the required size of the stormwater facility, consideration should be given to excavation of a sacrificial test pit to explore how deep the sand and/or gravel layer is on site.</p>

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration and testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration and Testing

Based on our discussions with the County, we understand the County has personnel and equipment, including backhoes with auger attachments, capable of augering an approximate 8-inch diameter hole down to testing elevation (currently anticipated to be approximately 3 feet bgs). The County personnel will use the backhoe to embed the casing approximately 2 feet into the subgrade prior to Terracon performing the field testing of infiltration rates as described in Appendix A of DEQ Circular 8.

Number of Locations ¹	Planned Depth (feet)	Planned Location ²
4	3 feet, or to a depth approximating the bottom of the stormwater facility	Planned stormwater facility

1. Based on the Encased Falling Head Test described in Appendix A in DEQ Circular 8, which states a minimum of three tests within each infiltration facility. For facilities larger than 10,000 square feet, an additional test is required for each 10,000 square feet of surface area.
2. The stormwater facility location was not provided at the time of proposal preparation, so boring locations will be determined by the County.

Test Location Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map; if topographic information is not available, we will estimate test location elevations using Google Earth. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if requested.

Infiltration Testing: We propose to perform up to four infiltration tests in general accordance with the Montana Department of Environmental Quality (MDEQ), Circular DEQ 8, Encased Falling Head Test Procedure to facilitate stormwater design within the footprint of one stormwater facility with an understood size somewhere between 10,000 and 20,000 square feet. Based on our conversations with the County, Terracon assumes the County will auger an 8-inch diameter hole down to the planned bottom of the stormwater facility and will then embed the casing approximately 2 feet into the exposed

subgrade. Terracon will supply field personnel, water level meter, and a tank of fresh water to perform the testing. A letter report will be prepared, which will present the results of the testing. Freezing temperatures can affect the results of this test, so it is recommended to complete the test while temperatures are above freezing.

Property Disturbance: Terracon will make reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to landscaping.

We anticipate the temporary casings will be removed by the County personnel after testing has been concluded and the test excavations backfilled with excavated soil. Terracon's services do not include repairing the site. Excess auger cuttings should be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through Montana Utility Notification Center. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Terracon's Scope of Services **does not** include private utility locating services. If the landowner/client is unable to accurately locate private utilities, and it becomes apparent that the risk of private utilities on/near the site exists, then Terracon will initiate these services by forwarding the additional scope and corresponding fee to our client for approval.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Engineering and Project Delivery

The results of our field testing will be evaluated, and a geotechnical engineering letter report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will summarize the field work and detail the results of the infiltration testing.

In addition to an emailed letter report, your project will also be delivered using our digital delivery platform, **Compass**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Field Testing
- Geotechnical Engineering Letter Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering letter report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Additional Services

Supplemental and separate from the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. Our assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. These services allow a more comprehensive understanding of subsurface conditions and necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee ²
Public Utility Notification Request, Field Testing of Infiltration Rates ¹ , Geotechnical Letter Report	\$3,215
Total	\$3,215

1. The lump sum fee considers one mobilization, County-provided equipment and labor to excavate and place the infiltration casings, and no unexpected onsite delays. If additional site mobilizations are required, an additional fee of \$130 would be invoiced.
2. Proposed fees noted above are effective for 90 days from the date of the proposal.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Client Portal	Schedule ^{1, 2}
Kickoff Call with Client	Within 2 days of notice to proceed
Field Exploration	Within 5 days from notice to proceed
Geotechnical Engineering	10 days after completion of field program

1. Upon receipt of your notice to proceed we will activate the schedule component on **Compass** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on **Compass**. The schedule will be updated to maintain a current awareness of our plans for delivery.

Exhibit D – Site Location

