

Standard Form of Agreement between Yellowstone County and Consultant on the Basis of a Stipulated Price

This agreement is dated as of the 26th day of March, 2026, by and between Yellowstone County, Montana (hereinafter called Owner), and Sanbell (hereinafter called Consultant).

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

1. Scope of Work: On-call services may include, but are not limited to, the following tasks. The Consultant will document time spent and invoice individually for each assigned task. Work will not commence on a particular task without written (email) approval from the Owner.
 - a. Traffic Impact Study review. The Consultant will review TIS submittals on behalf of the Owner. TIS submittals made by the Consultant will require an independent review by another party.
 - b. General Transportation Engineering Services. The Consultant will provide on-call transportation engineering services upon the Owner's request. Tasks may include (but are not limited to) sight distance analyses, crash history evaluations, intersection improvements and recommendations, traffic counts, speed evaluations, and neighborhood traffic complaints. All time and materials that are billed to this task will be pre-approved by the Owner.
2. Contract shall be effective immediately.
3. Contract Price

Owner shall pay the Consultant on a Time and Materials basis, up to a total not-to-exceed amount of \$20,000.00, in accordance with the attached charge rate schedule. If services associated with this agreement extend beyond August 2026, the Consultant may submit an updated charge rate schedule, which will be applied to the contract upon Owner approval.

The Consultant should submit their invoices directly to Yellowstone County Public Works upon satisfactory completion of services for the period being invoiced.

4. Consultants Representation
 - 4.1 Consultant has examined and reviewed the Contract documents and other related paperwork.

- 4.2 Consultant 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.
- 4.4 Consultant has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Consultant 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 Consultant, consist of the following:

- 5.1 This Agreement.
- 5.2 Consultant's Fee Schedule
- 5.3 Consultant's Certificate of Insurance and Workers Compensation coverage.

6. Miscellaneous

- 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 Consultant, shall maintain at its sole cost and expense, commercial general liability insurance naming Owner 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 Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Consultants negligence while performing any work or service and for which Owner, sole basis of liability is vicarious liability for the acts or omissions of the Consultant or/and Subconsultants. Consultant 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 the Consultant, agents,

employees, representatives, assigns and Subconsultants. 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.

The Consultant shall name Owner on the Certificate of liability insurance as additional insured for on-site work or Maintenance Service. In addition, the Consultant will furnish to Owner a copy of the policy endorsement, CG 32 87 05 10, indicating that Owner is named as an additional insured under the Consultant's insurance policy.

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

The Consultant agrees to defend, indemnify and hold harmless the Owner from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of the Consultant's negligence. And for which the Owner, the sole basis of liability is vicarious liability for the acts or omissions of the Consultant. The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or findings that the Owner is liable for any damages by reason of a non-delegable duty.

- 6.3 Consultant is required to maintain workers' compensation insurance, or an independent Consultant's exemption issued by the Montana Department of Labor covering Consultant and Consultant's employees. Consultant is not, nor is Consultant's workers, employees of Owner. Workers' Compensation insurance or the exemption from the workers' compensation obligation must be valid for the entire period.
- 6.4 The Owner and the Consultant 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 Consultant 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 Consultant agrees to defend, indemnify and hold harmless the Owner against all claims for injuries to person or damages to property occurred from or in Connection with the Consultants performance under the Agreement.
- 6.9 In the event of litigation between Consultant and the Owner, the Prevailing party shall be entitled to reimbursement of Court costs and Reasonable Attorney fees by the non-prevailing party.
- 7.0 The Consultant 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 Consultant subjects Consultants to the same provisions. In accordance with section 49-3-207, MCA, the Consultant agrees that the hiring of persons to perform 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
- 8.1 Without terminating this Agreement, the Owner may suspend the Consultant's Services following written notice to the Consultant. On the suspension date specified in the notice, the Consultant shall have ceased its Services in an orderly manner. The Consultant 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 Consultant be paid for Services rendered after the date of such suspension. If resumption of the Consultant'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 Owner 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 Consultant. On the termination date specified in the notice, the Consultant shall have ceased its Services

in an orderly manner. If a new Consultant is retained to, or the Owner will itself, complete the Services, the Consultant will cooperate fully with the Owner in preparing the new Consultant or the Owner itself to take over completion of the Services on the specified termination date. The Consultant 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 Owner's notice to the Consultant, but in no case will the Consultant 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 Owner, the Consultant shall have the right to terminate this Agreement thirty (30) days after written notice to the Owner specifying such material breach, unless the Owner 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.

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

This Agreement will be effective March 26, 2026.

Owner:

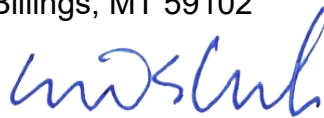
Yellowstone County
Billings, MT 59101



Monica Plecker
Director, Yellowstone Co. Public Works

Consultant:

Sanbell
Billings, MT 59102



Erin S. Claunch
Director of Public Infrastructure

CHARGE OUT RATES

ROCKY MOUNTAIN

EFFECTIVE SEPTEMBER 13, 2025



STAFF PERSONNEL SERVICES

Staff Engineer I	\$120.00/hour
Staff Engineer II	\$130.00/hour
Staff Engineer III	\$135.00/hour
Landscape Designer I	\$110.00/hour
Landscape Designer II	\$115.00/hour
Landscape Designer III	\$125.00/hour
Landscape Architect I	\$140.00/hour
Landscape Architect II	\$150.00/hour
Senior Landscape Architect I	\$185.00/hour
Senior Landscape Architect II	\$195.00/hour
Staff Planner I	\$100.00/hour
Staff Planner II	\$115.00/hour
Planner I	\$135.00/hour
Planner II	\$150.00/hour
Senior Planner I	\$160.00/hour
Senior Planner II	\$195.00/hour
Senior Planner Manager	\$215.00/hour
Project Engineer I	\$150.00/hour
Project Engineer II	\$160.00/hour
Senior Engineer I	\$190.00/hour
Senior Engineer II	\$200.00/hour
Senior Engineer Manager	\$215.00/hour
Chief Engineer	\$200.00/hour
Senior Project Manager	\$210.00/hour
Senior Eng Manager/Principal	\$250.00/hour
Expert Witness/Special Consultant	\$290.00/hour
Engineer Intern	\$90.00/hour
Field Survey Technician I	\$85.00/hour
Field Survey Technician II	\$88.00/hour
Staff Surveyor I	\$120.00/hour
Staff Surveyor II	\$130.00/hour
Staff Surveyor III	\$138.00/hour
Party Chief I	\$140.00/hour
Party Chief II	\$145.00/hour
Professional Land Surveyor I	\$150.00/hour
Professional Land Surveyor II	\$155.00/hour
Senior Professional Land Surveyor I	\$165.00/hour
Senior Professional Land Surveyor II	\$185.00/hour
Construction Inspector	\$90.00/hour
Construction Engineering Tech.	\$130.00/hour
Senior Construction Eng. Tech.	\$150.00/hour
Construction Engineer I	\$145.00/hour
Construction Engineer II	\$150.00/hour
CADD Technician I	\$100.00/hour
CADD Technician II	\$105.00/hour
Designer I	\$110.00/hour
Designer II	\$120.00/hour
Senior Designer I	\$125.00/hour
Senior Designer II	\$145.00/hour
Senior Designer Manager	\$175.00/hour
Project Administrator	\$105.00/hour
Senior Project Administrator	\$130.00/hour
Accounting Specialist	\$110.00/hour
Office Coordinator I	\$85.00/hour
Office Coordinator II	\$90.00/hour
HR Generalist/Specialist	\$110.00/hour
Human Resources Assistant	\$115.00/hour
IT Systems Admin I	\$115.00/hour
IT Systems Admin II	\$120.00/hour
Senior Admins Directors	\$195.00/hour
Web/Graphic Designer	\$120.00/hour
Marketing Coordinator	\$120.00/hour
Senior Marketing Coordinator	\$140.00/hour
Marketing Director	\$195.00/hour

TRAFFIC DATA COLLECTION SERVICES

Standard Intersection Count (veh/bike/ped)	\$35.00/hour
Small Roundabout Count (veh/bike/ped)	\$45.00/hour
Large Roundabout Count (veh/bike/ped)	\$100.00/hour
Spot Location Volume (veh/bike/ped)	\$5.00/lane/hour
Spot Location Travel Speeds (veh)	\$8.00/lane/hour
Data Collection Equipment	\$40.00/count location
Rushed Processing (24-hour turnaround)	\$10.00/processing hour
Travel Time Processing Rate (veh)	\$20.00/intersection/hour

SURVEY CREW SERVICES

1-Person/2-Person Crew	Per Job
Survey Equipment	\$30.00 /fieldwork hour
Survey Vehicle Mileage	IRS rate/mile + \$0.10/mile
Scanner Equipment	\$150.00/hour
Scanner Equipment (full day)	\$1,050/day

OUTSIDE CONSULTANTS

- 1) At cost if independently billed direct to client
- 2) Cost plus 5% if billed through us

INDEPENDENT LABORATORIES

- 1) At cost if independently billed direct to client
- 2) Cost plus 5% if billed through us

ADMINISTRATIVE EXPENSES

Administrative Expenses	3.5% *
<i>Including copies, prints, phone, postage, materials, and travel</i>	
<i>*Based on professional services only, unless modified by contract</i>	

Vehicle Mileage	IRS Rate
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These rates are updated periodically to reflect market conditions. Rate increases will be reflected in future invoicing.