



May 19, 2026

Ms. Monica Plecker
Yellowstone County Public Works Department
2825 3rd Ave North
Billings, MT 59101

Reference: Agreement for Professional Services
Monad Rd./S. Homewood Park Dr. Roadway Easement Survey

Dear Monica:

The following is a proposal for Sanbell – Rocky Mountain to provide services for your project referenced above and as described in the Overview section to follow. If this proposal is acceptable to you, please execute this agreement by signing and dating the signature page. This agreement, along with the attached Terms and Conditions, establishes the terms of the contract between Yellowstone County (hereinafter “Client”) and Sanbell – Rocky Mountain (hereinafter “Sanbell”). The attached Terms and Conditions are expressly incorporated into and made part of the contract between the Client and Sanbell.

Project Overview

It is our understanding that the property owner at 7907 Monad Road has installed a fence that may be encroaching on Yellowstone County’s road easement(s) for Monad Road and/or South Homewood Park Drive. The Client has requested that Sanbell survey and mark the easement and fence locations to identify encroachments.

Scope of Work

The scope of work for the project will generally be as follows. Sanbell will perform the necessary research to establish property corners/boundaries. We will then do a property corner search in the field and topo the fence and related features that may be significant (i.e., encroaching in the easement). We’ll download that data and create a CADD file with boundary and topographic information drawn based on the survey points. We’ll create an exhibit that shows the relative locations of the easement boundaries, fence infrastructure, and other key items. Lastly, we will go

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back out in the field and stake the rectified easement boundary so that it can be seen on the ground.

Scope of Work Exclusions

Any services not discussed in the scope of work section of this proposal are excluded from the contract. The following is a list of services expressly excluded from the proposed scope of work:

- Boundary survey or associated research/field work for property boundaries that do not front on the referenced County roads
- Design-level topographic survey
- Creation of plats, certificates of survey, easement documents, or other recordable survey/legal documents

Sanbell assumes no responsibility to perform any services not specifically listed in the scope of work. If the Client and Sanbell agree in writing by an amendment to this agreement, Sanbell will provide additional services as requested by the Client.

The above notwithstanding, Sanbell shall have the right but not the obligation to provide, without advance authorization from the Client, other services made necessary by the default of the contractor or Client, or by deficiencies, delays, or defects in the work provided by the contractor. Sanbell shall provide written notice of the provision of such services as soon as reasonably possible.

Project Staff

The following Sanbell staff will be assigned to the project:

Project Manager: Riley Green, Survey Party Chief
Senior Quality Reviewer: D.J. Clark, PE, PTOE, Billings Branch Manager
Additional Project Staff: Doug Pezoldt, PLS, Senior Professional Land Surveyor

Sanbell may, in its discretion, utilize additional or different personnel on the project.

Project Schedule

Sanbell and the Client will work cooperatively to develop a proposed schedule for initiation and delivery of the project scope of work. This schedule shall include reasonable allowances for the performance of services by Sanbell and by Client's

consultants (those not under contract with Sanbell), and the review and approval times required by the Client and by all public authorities having jurisdiction over the project. This schedule shall be adjusted as the project progresses, allowing for changes in scope, character, or size of the project requested by the Client, or for delays or other causes beyond Sanbell's reasonable control.

Fees and Billing Arrangements

Invoice and Billing: Sanbell will bill for its services on a time-and-materials basis at the charge rates outlined in the attached schedule. The estimated cost for the project is **\$4,200.00**. Sanbell will submit monthly invoices to the Client for work accomplished during the preceding invoice period. That invoice period will typically be approximately 30 days and will follow a calendar month schedule.

Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for consultants retained by Sanbell, and reimbursable costs. Such invoices shall be submitted by Sanbell as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the Client upon receipt. The Client agrees that the monthly invoice from Sanbell is correct, conclusive, and binding on the Client unless the Client, within 20 working days from the date of receipt of such invoice, notifies Sanbell in writing of alleged inaccuracies, discrepancies, errors in the invoice, or the need for additional backup.

Expiration of Proposal: If the Client does not provide Sanbell with a signed copy of this proposal within 30 days from the proposal date on the first page, the offer to perform services as described herein will expire and be revoked. Should that occur, Sanbell will gladly work with the Client to provide a renewed proposal with updated terms, fees, and conditions as required.

Entire Agreement: This agreement, including the attached Terms and Conditions, which are incorporated into and made part of this contract, constitutes the entire agreement between Sanbell and Client. It supersedes all prior communications, understandings, and agreements, whether oral or written. It shall become effective after being signed and dated by both parties and upon each page being initialed by Sanbell. Any amendment or modification to this contract must be written and executed by both Sanbell and Client.

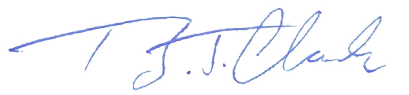
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Conclusion


Monica, we look forward to working with you to help resolve the dispute with the landowner. Feel free to call D.J. at 406/869-3358 if you have any questions regarding this proposal. Otherwise, if it meets your approval, simply email this signed and dated agreement to dclark@sanbell.com. Thank you!

Sincerely,

Riley Green
Survey Party Chief
Project Manager


D.J. Clark, PE, PTOE
Billings Branch Manager
Senior Quality Reviewer

I hereby authorize SANBELL - ROCKY MOUNTAIN to proceed as described above and, by my signature, acknowledge and agree to the Terms and Conditions attached to and made part of this contract. Moreover, an electronic or faxed copy of my signature shall be as effective as any original:

By  Public Works Director 5/20/26

Client Title Date

By  Billings Branch Manager 5/26/26

Sanbell - Rocky Mountain Title Date

DJC/vp
Enc.
O:2026_Plecker_Letter_Proposal_Monad_South_Homewood_Park_Survey_051926

PM Initials



TERMS AND CONDITIONS

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 CLIENT fails to make payment within 45 days of the date of any invoice, Sanbell - Rocky Mountain shall have the right, but not the obligation, to suspend work and withhold deliverables until payment in full, including interest, is received. Sanbell shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension. If Sanbell resumes services after payment by CLIENT, 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 Sanbell to resume performance.

If an invoice remains unpaid for more than 90 days, Sanbell shall have the right, but not the obligation, to initiate collection procedures. If the CLIENT fails to make payment when due and Sanbell incurs any costs in order to collect sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to Sanbell - Rocky Mountain. 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 Sanbell's staff for time spent in efforts to collect. This obligation of CLIENT to pay Sanbell's collection costs shall survive the term of this Agreement or any termination by either party.

It is understood and agreed that Sanbell'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 CLIENT and Sanbell describing the services desired and providing a basis for compensation to Sanbell.

TERMINATION OF SERVICES FOR NON-PAYMENT: If the CLIENT fails to make payment to Sanbell in accordance with this Agreement, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Sanbell.

SET-OFFS, BACK CHARGES, AND DISCOUNTS: Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by Sanbell. Payment to Sanbell for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

INFORMATION PROVIDED BY CLIENT OR OTHERS: CLIENT agrees to provide to Sanbell all available information necessary to perform duties as outlined in the attached scope of services. The CLIENT shall furnish, at CLIENT'S expense, all information, requirements, reports, data, surveys, and instructions required. Sanbell is entitled to rely on the accuracy and completeness of all such information provided.

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

OWNERSHIP OF INSTRUMENTS OF SERVICE: All reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by Sanbell as instruments of service shall remain the property of Sanbell. Sanbell 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, Sanbell will furnish copies to the CLIENT upon request. The CLIENT will not reuse or modify the instruments of service without Sanbell's prior written authorization. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Sanbell, 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 of any instrument of service by any person or entity other than Sanbell.

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

The CLIENT 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 Sanbell and electronic files, the signed or sealed hard-copy construction documents shall govern.

Additionally, the CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Sanbell, 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 Sanbell, or from any reuse of the electronic files without the prior written consent of Sanbell.

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

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

not vary from Sanbell's opinion of probable cost.

LIMIT OF LIABILITY: In recognition of the relative risks and benefits of the project to both the CLIENT and Sanbell, the risks have been allocated such that the CLIENT agrees to limit the liability of Sanbell to the CLIENT for any and all claims, cause or combination of causes, including attorney's fees, costs, and expert witness fees so that the total aggregate liability of Sanbell to CLIENT shall not exceed \$50,000.00 or Sanbell's total fees for services on this project, whichever is greater. It is intended that this limitation apply to any and all claims, liability or causes of action, however alleged or arising.

CONSTRUCTION SERVICES: If, under this Agreement, professional services are provided during the construction phase of the project, Sanbell 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 Sanbell 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.

Sanbell shall not be responsible for any acts or omissions of the Contractor, subcontractor, or any person or entity performing any portion of the work. Sanbell 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.

JOB SITE SAFETY: Neither the professional activities of Sanbell, nor the presence of Sanbell 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. Sanbell 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 CLIENT agrees that the contractor and subcontractors are solely responsible for job site safety and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that CLIENT and Sanbell shall be indemnified by the general contractor for any such claims, and shall be made additionally insured under the general contractor's insurance policies.

RECOMMENDATIONS BY Sanbell: Sanbell may provide advice and/or recommendations to the CLIENT during Sanbell's provision of services for the CLIENT's project. If the CLIENT declines to follow the advice and/or recommendations provided by Sanbell, the CLIENT agrees that Sanbell shall not have any liability for adverse consequences or damages resulting from the CLIENT's failure to follow the advice and/or recommendations of Sanbell. Additionally, the parties agree that the CLIENT's failure to follow advice and/or recommendations of Sanbell may be cause for Sanbell to immediately terminate this Agreement at Sanbell's sole discretion.

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

NO ASSIGNMENT WITHOUT CONSENT: Neither party may assign this Agreement without the written agreement of the other party.

TERMINATION: In the event of termination of this Agreement by either party, the CLIENT shall, within 15 days of termination, pay Sanbell - Rocky Mountain for all services rendered and reimbursable costs incurred by Sanbell up to the date of termination.

The CLIENT may terminate this Agreement for convenience and without cause upon 21 calendar days' written notice. Either party may terminate this Agreement for cause upon 10 calendar days' written notice for the following reasons:

1. Substantial failure by either party to perform in accordance with this Agreement;
2. Assignment of this agreement without the written consent of the other party;
3. Suspension of the project or Sanbell's services for more than 60 calendar days, consecutive or aggregate;
4. Material changes in the conditions under which this Agreement was executed, the Scope of Services, the nature of the project, or the failure of the parties to reach an agreement on compensation and/or schedule adjustments necessitated by such changes.

In the event of a termination not the fault of Sanbell, the Client shall pay Sanbell, in addition to payment for services rendered and reimbursable expenses incurred, all expenses incurred by Sanbell in connection with the orderly termination of this Agreement, including, but not limited to, demobilization, reassignment of personnel, associated overhead costs, and all other expenses resulting from the termination.

CONSEQUENTIAL DAMAGES: Notwithstanding any other provision in this Agreement, neither the CLIENT nor Sanbell, 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.

DISPUTE RESOLUTION, VENUE, AND CHOICE OF LAW: Any claim arising out of or related to this Agreement (except for Collection Procedures employed by Sanbell and those waived or barred as provided elsewhere in this Agreement), shall be subject to mediation as a condition precedent to arbitration or to the institution of legal or equitable proceedings by either party. The parties shall endeavor to resolve their claims by mediation. Either party may file a request for mediation. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or by court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Billings, Montana. Any agreements reached in mediation shall be enforceable as settlement agreements by any court having jurisdiction.

Venue for any arbitration or litigation arising out of this Contract shall be in the Thirteenth Judicial District, Yellowstone County, Montana. This Agreement shall be governed by, and interpreted under, the law of the State of Montana.

ENTIRE AGREEMENT: This Agreement is the entire agreement between Sanbell and CLIENT. It supersedes all prior communications, understandings, and agreements, whether oral or written. Any amendment or modification to this Agreement must be written and executed by both Sanbell and CLIENT.

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.