SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

KLJ Project #: 2603-11338

THIS IS AN AGREEMENT effective as of **November 15, 2026** ("Effective Date") between Yellowstone County, Montana ("Owner") and KLJ Engineering LLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Phased Approach Update to the Lockwood TEDD Mater Infrastructure Master Plan ("Project").

Engineer's services under this Agreement are generally identified as follows: **See attached Exhibit A**.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").

B. Engineer shall complete its Services within the following specific time period: **January 15, 2027**.If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.

C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in

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writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

A. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.

2. Engineer's Standard Hourly Rates are included in Exhibit A.

3. The total compensation for Services and reimbursable expenses is estimated to be $99,876.00.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are included in Exhibit A.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the

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cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

A. 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 the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with Consultant's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. Subject to the foregoing Standard of Care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

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C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.

F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Owner shall not create any rights in third parties.

G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under

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this Agreement shall be limited to $100,000 or the total amount of compensation received by Engineer, whichever is greater.

I. Engineer assumes, and hereby expressly disclaims, any fiduciary responsibilities or duties to the Owner or to any third parties in connection with its services provided pursuant to this Agreement.

J. Neither Party shall be considered to be in default of this Agreement if delays in or failure of performance are due to forces beyond the reasonable control of the nonperforming Party, the effect of which the nonperforming Party could not avoid by the exercise of reasonable diligence. Such forces include, but are not limited to: fire, acts of God, flood, earthquake, storm, lightning, tornados, epidemic, war, riot, civil disturbance, sabotage, strike, work slowdown, or other labor disturbances, judicial restraint, action or inaction of any Government entity in either its sovereign or contractual capacity, quarantine restrictions, freight embargoes, delays in long lead time items and severe weather. Any changes to the terms of this agreement impacted by a Force Majeure event shall be documented in an Amendment to the Agreement.

K. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

L. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

M. This Agreement is to be governed by the law of the state in which the Project is located.

N. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

O. Engineer shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

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6.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments:* Exhibit A

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Yellowstone County, Montana	Engineer: KLJ Engineering LLC
By:	By: Jennie Krause
Print name:	Print name: Jennie Krause
Title:	Title: Associate VP, Eng. & Planning Services
Date Signed:	Date Signed: November 5, 2026
	Firm's Certificate No. (if required):
	State of:
Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
	KLJ Engineering LLC
	400 East Broadway Ave., Ste. 600
	Bismarck ND 58501
	Legal Notices to: legal@kljeng.com

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
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This is **EXHIBIT A**, consisting of ten (10) pages.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

Lockwood TEDD Infrastructure Master Plan Update

Project generally includes: Review and update of previous infrastructure planning efforts for the Lockwood Targeted Economic Development District (TEDD), evaluation of current development readiness, assessment of water and wastewater infrastructure needs, evaluation of wastewater service alternatives, development of an infrastructure phasing strategy, stakeholder engagement, environmental review, and preparation of implementation recommendations and planning-level cost estimates.

KLJ's scope include the following tasks:

A1.00 *Project Management*

A. Engineer will:

1. Provide project management services consisting of creating a work breakdown structure and detailed project schedule, creating and implementing a project management plan, facilitating periodic progress meetings and team coordination, reviewing time and expenses and generating monthly invoices, providing periodic status updates to Owner, and provide oversight of the day-to-day Project activities.

B. Fees for Project Management task are included in the fees for the other project tasks outlined herein.

A1.01 *Existing Document Review and Project Kickoff*

A. Phase Description: Engineer will review previous planning efforts, evaluate changes that have occurred since completion of earlier studies, and establish the foundation for the TEDD Infrastructure Master Plan Update.

B. Engineer will:

1. Conduct a project kickoff meeting with the Owner and project stakeholders.

2. Review the 2017 Infrastructure Master Plan, Preliminary Infrastructure Technical Memorandum, and other relevant planning documents.

3. Review completed infrastructure improvements and development activity within and adjacent to the TEDD.

4. Evaluate changes resulting from the Billings Bypass and Johnson Lane Interchange.

5. Review utility improvements completed since earlier planning efforts.

6. Review environmental, regulatory, and property ownership considerations affecting implementation.

7. Prepare a summary of findings identifying changes, opportunities, and constraints.

C. Deliverables:

1. Existing Conditions and Findings Memorandum

D. Owner's Responsibilities

1. Provide available studies, utility information, mapping, and planning documents.

2. Attend kickoff meeting and review deliverables.

E. Assumptions

1. Work will be completed using available information provided by Owner and publicly available data.

2. No survey or field investigation is included.

A1.02 *Existing Conditions, Development Readiness, and Gap Analysis*

A. Phase Description: Engineer will evaluate existing infrastructure, development readiness, utility availability, transportation access, rail opportunities, floodplain conditions, and development constraints within the TEDD.

B. Engineer will:

1. Evaluate existing water and wastewater service availability.

2. Assess transportation access and freight opportunities associated with the Billings Bypass.

3. Evaluate rail-served development opportunities and BNSF certification considerations.

4. Review floodplain-related development opportunities and constraints.

5. Identify infrastructure deficiencies and gaps affecting future development

6. Evaluate ongoing water rights and water supply planning considerations

7. Assess development readiness of key industrial sites and provide a ranking based on the factors listed above.

C. Deliverables:

1. Development Readiness Assessment.

D. Owner's Responsibilities

1. Facilitate coordination with property owners and stakeholders.

2. Review and comment on draft findings.

E. Assumptions

1. Evaluation will be performed at a planning level based purely on the site's readiness for development, not the proposed uses unless it's provided by the property owner ahead of the assessment

2. No utility modeling or engineering design is included.

A1.03 *Infrastructure Phasing Strategy and Alternative Evaluation*

A. Phase Description: Engineer will evaluate alternative water/wastewater collection and conveyance strategies and develop a phased infrastructure implementation approach supporting future TEDD development.

B. Engineer will:

1. Evaluate Gravity Sewer with Central Lift Station alternatives for up to three (3) highest readiness ranked sites.

2. Evaluate Phased Gravity Sewer with Multiple or Repurposed Lift Stations alternative for up to three (3) highest readiness ranked sites.

3. Evaluate Low Pressure Sewer System (LPSS) alternative for up to three (3) highest readiness ranked sites.

4. Evaluate Potable Water service alternative for up to three (3) highest readiness ranked sites.

5. Develop planning-level opinions of probable construction cost.

6. Compare alternatives based on cost, constructability, phasing flexibility, operations and maintenance, and long-term development potential.

7. Prepare an infrastructure phasing matrix and implementation strategy.

8. Prepare infrastructure priorities mapping identifying recommended improvements.

C. Deliverables:

1. Preliminary Infrastructure Phasing Matrix.

2. Draft Infrastructure Priorities Map.

3. Final Infrastructure Phasing Matrix.

4. Final Phased Infrastructure Implementation Strategy Memorandum.

5. Planning-Level Cost Estimates.

D. Owner's Responsibilities

1. Provide review comments and guidance on preferred phasing approaches.

E. Assumptions

1. Alternatives will be evaluated at a conceptual planning level.

2. No detailed design, permitting, survey, or geotechnical investigation is included.

A1.04 *Environmental Review and Clearance*

A. Phase Description: Engineer will perform a desktop environmental review to identify environmental considerations that may affect future development, site certification efforts, and implementation of infrastructure improvements.

B. Engineer will:

1. Evaluate the site and identify environmental concerns by performing the following:

1) One (1) site reconnaissance to visually observe the project area and adjoining properties from public right-of-way to identify environmental concerns. These may include potential sources or indications of on-site chemical or petroleum storage or releases (tanks, chemical storage, and disposal areas, etc.), wetlands, and floodplain resources that could potentially impact the project area.
2) Take photographs during the site visit, as necessary, which will be included in the final report.
3) Review physical settings resources that may include topographic maps, groundwater maps, bedrock geology maps, surficial geology maps, soil survey maps, National Wetland Inventory maps, National Hydrography Dataset, FEMA floodplain maps, and other reasonable ascertainable resources.
4) Coordinate with State Historic Preservation Office and Tribal Historic Preservation Office to complete a desktop review of potential cultural resources within the project area.
5) Complete threatened and endangered species desktop review.
6) Document environmental constraints and regulatory considerations.

C. Deliverables:

1. Environmental Review Memorandum.

2. Environmental Constraints Summary Mapping

D. Owner's Responsibilities

1. Provide available environmental information and property records.

E. Assumptions

1. One field visit will be conducted for the project, however, this will only occur in public rights-of-way. No private properties will be entered as part of this task.

2. No Level 2 Aquatic Resource Delineation will be completed as part of this task.

3. No field surveys for cultural resource surveys will occur as part of this task.

4. No NEPA documentation or permitting activities are included.

A1.05 *Limited Phase I Environmental Site Assessment*

A. Phase Description: Engineer will perform a Limited Phase I Environmental Site Assessment (ESA). It is understood by all parties that Limited Phase I ESAs are not intended to be exhaustive, the scope of the Limited Phase I ESA might require revisions based on field conditions and findings, and findings of the Limited Phase I ESA cannot eliminate all uncertainty. Engineer will:

1. Perform a Limited Phase I Environmental Assessment which includes a modified version of the American Society for Testing and Materials (ASTM) Standard 1527-21 and will identify Recognized Environmental Conditions (RECs), Historical RECs (HRECs), Controlled RECs (CRECs), de minimis conditions, and other environmental concerns within the 1,200-acre TEDD.

a. KLJ will coordinate with a third-party provider to obtain the following reports and information necessary to complete the review. The following reports and information relating to TEDD activities will be included in the final report if readily available:

1. Historical Aerial Photographs
2. Historical Topographic Maps
3. Certified Sanborn Maps/Fire Insurance maps
4. City Directories/Local Street Directories
5. Radius map or Database Report (Standard Federal, State, and Tribal Environmental Record Sources), which must include, at a minimum, records as outlined in the ASTM standard E1527-21.

a. In addition, KLJ will perform the following as part of the Phase I ESA:

1) Interview or request data from state/local environmental authorities or personnel familiar with the TEDD to identify complaints, violations, citations, or inspections related to the properties within the TEDD.
2) Perform regulatory file reviews in accordance with the ASTM standard.

b. The Limited Phase I ESA report will identify RECs, HRECs, CRECS, and de minimis conditions, and environmental concerns for all properties within the TEDD area. The report will include KLJ's opinion regarding the potential presence of on-site contamination on the properties within the TEDD area, and if requested, make recommendations for further investigation, evaluation, and/or testing. The report will be provided in electronic format (pdf) and a hard copy of the report can be provided upon request.

B. Deliverables:

1. Limited Phase I ESA

C. Owner's Responsibilities

1. Provide available environmental information and property records.

D. Assumptions

1. Work is limited to desktop review.

2. No field surveys will be conducted as part of this review.

A1.06 *Public Engagement*

A. Phase Description: Engineer will engage TEDD property owners and stakeholders to gather input regarding development priorities, infrastructure needs, and future growth opportunities.

B. Engineer will:

1. Conduct one in-person property owner meeting.

2. Solicit stakeholder feedback regarding future development plans.

3. Conduct follow-up outreach with property owners unable to attend the meeting.

4. Prepare meeting documentation and summaries.

5. Incorporate stakeholder input into development readiness and infrastructure recommendations.

C. Fees for Public Engagement task are included in the fees for Existing Conditions, Development Readiness, and Gap Analysis and Infrastructure Phasing Strategy and Alternative Evaluation.

D. Deliverables:

1. Property Owner Meeting

E. Owner's Responsibilities

1. Assist with meeting coordination and stakeholder notifications.

F. Assumptions

1. One public/property-owner meeting is included.

2. Additional meetings will be considered Additional Services.

A1.07 *Design, Bidding, Permitting, & Construction Phases – Not Included*

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from discrepancies in recorded plats or missing or inaccurate property pin locations along the corridor.

4. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:

    a. detailed consideration of operations, maintenance, and overhead expenses;

    b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

    c. preparation of appraisals;

    d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

    e. detailed quantity surveys of materials, equipment, and labor; and

f. audits or inventories required in connection with construction performed or furnished by Owner.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with additional meetings or site visits beyond those described in Basic Services.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

PART 3—SCHEDULE

A3.01 Proposed Schedule

A. Engineer's Scope of Services described above assumes the following schedule:

Notice to Proceed	On or before November 15, 2026
Existing Document Review and Project Kickoff	Thirty (30) days after NTP
Community Engagement Meeting	Thirty (30) days after NTP
Existing Conditions, Development Readiness, and Gap Analysis	Sixty (60) days after NTP
Infrastructure Phasing Strategy and Alternative Evaluation	Sixty (60) days after NTP
Environmental Review and Clearance	Sixty (60) days after NTP
Phase 1 ESA	Thirty (30) days after NTP

PART 4—FEE

A4.01 Estimated Fee

A. Engineer's Estimated Fee for the services described herein will be billed based on the standard rates attached and is broken down as follows (excluding fees and taxes):

Phase	Hourly Standard Rates
Existing Document Review and Project Kickoff	$ 4,980.00
Existing Conditions, Development Readiness, and Gap Analysis	$ 10,030.00
Infrastructure Phasing Strategy and Alternative Evaluation	$ 54,990.00
Environmental Review and Clearance	$ 21,336.00
Phase I Environmental Site Assessment	$ 8,540.00

2026 KLJ Rate Sheet

KLJ Staff Types	Standard Rate	KLJ Staff Types	Standard Rate
Archaeologist I	$ 90.00	Project Assistant I	$ 90.00
Archaeologist II	$ 120.00	Project Assistant II	$ 105.00
Archaeologist III	$ 150.00	Project Assistant III	$ 145.00
Archaeologist IV	$ 170.00	Project Controls Specialist I	$ 110.00
Archaeologist V	$ 220.00	Project Controls Specialist II	$ 140.00
Principal Archaeologist	$ 270.00	Project Controls Specialist III	$ 175.00
Paleontologist	$ 150.00	Project Controls Specialist IV	$ 210.00
Senior Paleontologist	$ 165.00	Associate Project Manager	$ 185.00
Environmental Specialist I	$ 111.00	Project Manager	$ 225.00
Environmental Specialist II	$ 125.00	Senior Project Manager I	$ 260.00
Environmental Specialist III	$ 158.00	Senior Project Manager II	$ 290.00
Environmental Specialist IV	$ 190.00	Government Relations Specialist I	$ 120.00
Environmental Specialist V	$ 220.00	Government Relations Specialist II	$ 145.00
Environmental Specialist VI	$ 245.00	Government Relations Specialist III	$ 175.00
Principal Environmental Specialist	$ 280.00	Graphic Design Specialist	$ 145.00
ROW Associate	$ 120.00	Public Engagement Strategist	$ 140.00
ROW Agent	$ 158.00	Sr Public Engagement Strategist	$ 185.00
Survey Technician	$ 90.00	Associate Planner	$ 125.00
Senior Survey Technician	$ 105.00	Planner	$ 150.00
Crew Chief	$ 140.00	Senior Planner	$ 210.00
Senior Crew Chief	$ 170.00	Principal Planner	$ 265.00
Professional Land Surveyor	$ 180.00	Designer I	$ 116.00
Senior Professional Land Surveyor	$ 190.00	Designer II	$ 138.00
Principal Land Surveyor	$ 225.00	Designer III	$ 148.00
1-Person Survey Crew	$ 170.00	Designer IV	$ 198.00
2-Person Survey Crew	$ 270.00	Designer V	$ 220.00
CAD Technician I	$ 105.00	Designer VI	$ 253.00
CAD Technician II	$ 115.00	Engineer in Training I	$ 130.00
CAD Technician III	$ 130.00	Engineer in Training II	$ 147.00
CAD Technician IV	$ 150.00	Engineer I	$ 140.00
GIS Specialist I	$ 105.00	Engineer II	$ 155.00
GIS Specialist II	$ 130.00	Engineer III	$ 175.00
GIS Specialist III	$ 145.00	Engineer IV	$ 210.00
GIS Specialist IV	$ 160.00	Engineer V	$ 240.00
GIS Specialist V	$ 175.00	Engineer VI	$ 260.00
Engineering Technician I	$ 100.00	Principal Engineer	$ 320.00
Engineering Technician II	$ 120.00	Field Engineer I	$ 135.00
Engineering Technician III	$ 135.00	Field Engineer II	$ 155.00
Engineering Technician IV	$ 160.00	Field Engineer III	$ 185.00
Engineering Technician V	$ 170.00	Field Engineer IV	$ 205.00
Field Technician I	$ 110.00	Field Engineer V	$ 235.00
Field Technician II	$ 135.00	Field Engineer VI	$ 255.00
Field Technician III	$ 155.00		
Field Technician IV	$ 185.00		
Field Technician V	$ 205.00		
Field Technician VI	$ 235.00		



Reimbursable Expenses

ATV, UTV, Snowmobile	Included in Hourly Rate
Survey Equipment	Included in Hourly Rate
CAD and GIS Work Station	Included in Hourly Rate
Postage and Routing Printing Cost	Included in Hourly Rate
Mileage	Included in Hourly Rate
Special Equipment/Software	Per Project Basis
Subsistence (Per Diem) - Lodging	Actual Cost
Subsistence (Per Diem) - Meals	$45 / Day per Person
Misc. Project Related Expenses	Actual Cost + 10%
Sub-Contracts	Actual Cost + 10%