

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.

Exhibit A – Engineer's Services

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30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

- B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence 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 from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 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.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated July 6, 2020.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 Specific Responsibilities

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - a. Property descriptions.

Exhibit B– Owner's Responsibilities

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- b. Zoning, deed, and other land use restrictions.
 - c. Utility and topographic mapping and surveys.
 - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
 - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
- a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructible review.
10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
16. Place and pay for advertisement for Bids in appropriate publications.
17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

Exhibit B— Owner's Responsibilities

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This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated July 6, 2020.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Basis of Compensation*

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
 - 1. Lump Sum (plus any expenses expressly eligible for reimbursement)
 - 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
 - 3. Not Used

C2.02 *Explanation of Compensation Methods*

A. *Lump Sum*

- 1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
- 2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
- 3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges): Agency review fees, variance fees, permit fees, and recordation fees.
- 4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of January 1 to reflect equitable changes in the compensation payable to Engineer.

C. Not Used

C2.03 Reimbursable Expenses

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount includes the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.
- B. Expenses eligible for reimbursement under the Standard Hourly Rate method of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.

- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Standard Hourly Rate method shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of 1.0.
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of 1.0.
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 *Serving as a Witness*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of 1.0 times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.05 *Other Provisions Concerning Payment*

- A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*
 - 1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated July 6, 2020.

Reimbursable Expenses Schedule

Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Rates and charges for reimbursable expenses as of the date of the Agreement are:

Copies of Drawings and Reports	At Cost
Air Transportation	At Cost
Laboratory Testing	At Cost
Meals and Lodging	At Cost
Mileage (Auto)	At State Audited Rate
Survey Grade GPS	\$300/Day
Robotic Total Station	\$100/Day
ATV/Snowmobile	\$100/Day

This is **Appendix 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated July 6, 2020.

Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

Engineer I	\$ <u>105</u> /hour
Engineer II	\$ <u>115</u> /hour
Engineer III	\$ <u>125</u> /hour
Engineer IV	\$ <u>135</u> /hour
Engineer V	\$ <u>145</u> /hour
Administrative Professional	\$ <u>65</u> /hour

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated July 6, 2020.

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, as incorporated in this Task Order, are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not

compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and

- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Specific Project documentation.

- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Specific Project in whole or in part.

This is **EXHIBIT E**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated July 6, 2020.

Not Used

This is **EXHIBIT F**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated July 6, 2020.

Not Used

This is **EXHIBIT G**, consisting of 2 pages plus the referenced insurance certificates, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated July 6, 2020.

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

- A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:

1. By Engineer:

- | | | |
|----|--|--------------------|
| a. | Workers' Compensation: | Statutory |
| b. | Employer's Liability – | |
| | 1) Bodily injury, each accident: | <u>\$1,000,000</u> |
| | 2) Bodily injury by disease, each employee: | <u>\$1,000,000</u> |
| | 3) Bodily injury/disease, aggregate: | <u>\$1,000,000</u> |
| c. | General Liability – | |
| | 1) Each Occurrence
(Bodily Injury and Property Damage): | <u>\$1,000,000</u> |
| | 2) General Aggregate: | <u>\$2,000,000</u> |
| d. | Excess or Umbrella Liability – | |
| | 1) Each Occurrence: | <u>\$1,000,000</u> |
| | 2) General Aggregate: | <u>\$1,000,000</u> |
| e. | Automobile Liability – Combined Single Limit
(Bodily Injury and Property Damage): | <u>\$1,000,000</u> |
| f. | Professional Liability – | |
| | 1) Each Claim Made: | <u>\$1,000,000</u> |
| | 2) Annual Aggregate: | <u>\$2,000,000</u> |
| g. | Other (specify): | <u>N/A</u> |

Exhibit G - Insurance

2. Not Used

B. Additional Insureds:

1. Not Used

2. Not Used

3. The Owner shall be listed on Engineer's general liability policy.

a. Engineer's insurance certificates are attached for reference.

Exhibit G - Insurance

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TRIPTRE-03

ABARTSCH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Helena Office PayneWest Insurance, Inc. P.O. Box 6127 Helena, MT 59604	CONTACT NAME:		
	PHONE (A/C, No, Ext): (406) 442-5360	FAX (A/C, No):	
INSURED Triple Tree Engineering Inc 3102 Old Broadwater Lane Helena, MT 59601	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Indemnity Company		25658
	INSURER B: Travelers Indemnity Co of America		25666
	INSURER C: Travelers Property Casualty Co of Amer		25674
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	6803K11599719	11/13/2019	11/13/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		6803K11599719	11/13/2019	11/13/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP3K13467419	11/13/2019	11/13/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB3K11672419	11/13/2019	11/13/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Shelby
112 1st Street South
Shelby, MT 59474

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



TRIPTRE-03

ABARTSCH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Helena Office PayneWest Insurance, Inc. P.O. Box 6127 Helena, MT 59604	CONTACT NAME:		
	PHONE (A/C, No, Ext): (406) 442-5360	FAX (A/C, No):	
INSURED Triple Tree Engineering Inc 3102 Old Broadwater Lane Helena, MT 59601	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Casualty and Surety Company of America		31194
	INSURER B:		
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional			106829065	11/13/2018	11/13/2020	Each Claim 1,000,000
A	Liability			106829065	11/13/2018	11/13/2020	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Shelby
112 1st Street South
Shelby, MT 59474

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated July 6, 2020.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.09 Dispute Resolution

- A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, including any Task Order, or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution method of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated July 6, 2020.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

6.11.A Limitation of Engineer's Liability

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project or the Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed the amount received by the Engineer as part of the specific task order.

6.11.B Indemnification by Owner:

1. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Specific Project.

This is **EXHIBIT J**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 6, 2020.

Not Used

This is EXHIBIT K, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated July 6, 2020.

Amendment to Task Order No. _____

1. Background Data:

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform the following Additional Services: [REDACTED]
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: [REDACTED]
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: [REDACTED]
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: [REDACTED]
- e. The schedule for rendering services under this Task Order is modified as follows: [REDACTED]
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: [REDACTED]

[List other Attachments, if any]

3. Task Order Summary (Reference only)

- | | | |
|----|----------------------------------|-------|
| a. | Original Task Order amount: | \$[] |
| b. | Net change for prior amendments: | \$[] |
| c. | This amendment amount: | \$[] |
| d. | Adjusted Task Order amount: | \$[] |

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER: City of Shelby

ENGINEER: Triple Tree Engineering, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date
Signed: _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into by and between the City of Shelby, 112 1st Street South, Shelby, MT 59474, herein referred to as "Client" and Great West Engineering, Inc., P.O. Box 4817, 2501 Belt View Drive, Helena, Montana 59604, herein referred to as "Consultant".

The above named Consultant and the Client mutually agree as follows:

1. **Scope of Work:** Client desires Consultant to provide professional engineering and related services for various designated and undesignated public works projects within the Client's jurisdictional area. Client further desires Consultant to act as an "on-call" City Engineer, to engage in general engineering services related to the Client's infrastructure, in particular those activities associated with but not limited to the Client's municipal community facilities, wastewater collection and treatment facilities, water treatment and distribution, storm drainage, streets, parks, trails, municipal buildings, etc. Services may include but are not limited to land use, capital improvements, and/or project development, planning, surveying, preliminary engineering, final design, construction management, inspection work, environmental studies, grant writing and/or grant administration and other technical and project development services that the Client may request on an as-needed basis. Consultant shall perform the services for the Client by specific Task Orders, which shall be in substantially the same form as attached Exhibit "A".
2. **Effective Date and Time of Performance:** This Agreement takes effect upon its execution by both parties hereto and will terminate five (5) years after that date.
3. **Services and Materials:** The Consultant shall provide and furnish all services, materials, supplies, transportation, equipment, and supervision necessary to perform the scope of Services outlined and described for each Task Order in Exhibit "A" on a lump sum or time and material basis according to the hourly rates specified in Exhibit "B". Both exhibits are attached hereto and made a part of this Agreement. The Consultant shall not commence work on any Task Order until a signed letter or e-mail of Notice to Proceed is provided by the Client for such task. Consultant hereby certifies that Consultant has obtained all necessary professional licenses or certificates as specified or required by Montana law to

perform the scope of Services for Client as specified in this Agreement. If Client requests Services outside Consultant's certification and/or licensure, Consultant will promptly inform Client.

4. **Compensation and Method of Payment:** The Client will pay the Consultant within forty-five (45) days of receipt of an invoice or statement for Services performed. Any invoice not paid within forty-five (45) days after the date of the invoice shall bear interest at the maximum allowable rate permitted by law.

Time and material invoices are based on the hourly rates set forth in Consultant's prevailing *Schedule of Billing Rates*, attached hereto as Exhibit B, which may be amended from time to time, plus expenses. Lump sum tasks will be invoiced on a percentage based on work completed to date. Services performed and costs expended by the Consultant for each Task Order shall not exceed the maximum amount authorized for the specific Task Order without additional express written authorization from the Client, unless an emergency requires the expenditure before such authorization can reasonably be obtained.

Expenses shall include out-of-pocket costs for technical, professional and clerical services; transportation; meals and lodging; laboratory tests and analyses; subcontractors; telephone; printing; copying; and binding. Expenses are billed at the actual invoice amount, and Client shall pay all governmental fees, permits and charges.

Consultant may stop work on the project and withhold delivery of all Services until Client's obligations then due and owing to Consultant are paid in full.

5. **Liaison:** Jade Goroski, Chief Finance Officer, City of Shelby, is the Client's liaison with the Consultant. Craig Pozega, Project Manager, and Jeremiah Theys, Project Manager, both with Great West Engineering, Inc., are the Consultant liaisons with the Client.
6. **Independent Contractor:** It is understood by the parties hereto that the Consultant is an independent contractor as that term is defined by Montana statute and current case law and as such is not an employee of the Client for purposes of federal or state taxes, social security (FICA) withholding, retirement plans or systems, worker's compensation, or any

other obligation which an employer has a duty to perform on behalf of an employee under applicable federal, state, or local statutes, rules or regulations.

Consultant is and shall perform this Agreement as an independent contractor, and, as such, is responsible to the Client only as to the results to be obtained for the Services herein specified, and to the extent that the Services shall be performed in accordance with the terms of this Agreement. Consultant shall have and maintain complete control over all of its employees, being responsible for any required payroll deductions and benefits, such as, but not limited to, worker's compensation within statutory limits and unemployment insurance.

7. **Insurance:** Insurance shall be maintained by the Consultant. Prior to initiating Services on any project, Consultant shall provide the Client with a Certificate of Insurance or other documentary evidence that the attached insurance requirements will be met for the duration of this Agreement. Consultant shall provide proof of insurance to Client annually during the life of this Agreement and all extensions to it.

8. **Access to Records/Use of Documents:** The Consultant agrees to maintain reasonable records of its Services along with all records of performance and compliance with the terms of this Agreement and to allow access to these records by the Client, upon the Client's reasonable request for the same. Consultant retains ownership of all documents and work product under this Agreement, and the Client may only use such documents and work product in connection with the project. If requested, Consultant shall submit electronic copies of drawings or other information ("Electronic Files") to the Client. Consultant will remove its name, logo, and professional seals from the Electronic Files. Consultant will add a disclaimer to the Electronic Files that states; "This information shall not be altered or changed in any way, or adapted for any other purpose without Consultant's prior review and written approval. The Client and its recipients assume all risks associated with any alteration, change or adaptation of the Electronic Files, and Consultant shall not be liable for direct, indirect, incidental, or consequential damages relating to any alteration, change or adaptation."

9. **Confidentiality and Conflicts of Interest:** The Consultant agrees to hold in strict confidence any proprietary or other data, findings, results, or recommendations deemed

to be confidential by the Client and treated as confidential by the Client and which have been obtained or developed by the Consultant in connection with the Services under this Agreement, unless disclosure is required by law, subpoena, or court order. Consultant warrants and agrees that Consultant does not and will not have any conflicts of interest regarding the performance of Services hereunder.

10. **Nondiscrimination:** The Consultant will not discriminate against any employee or applicant for employment relating to services to be provided hereunder on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap or national origin. All hiring associated with this project shall be on the basis of merit and qualifications related to the requirements of the particular position being filled.
11. **Subconsultants:** With the Client's approval, Consultant may retain subconsultants to perform Services.
12. **Extra work:** If the Client desires work to be performed beyond the Services described in this Agreement, the Client must authorize Extra Work by signing a written amendment. The obligation to perform the Extra Work becomes Consultant's obligation when Consultant signs the amendment.
13. **Modification and Assignability of Contract:** This Agreement may not be enlarged, modified or altered except upon written agreement signed by the parties hereto. The Consultant may not assign any rights or duties arising hereunder without the prior written consent of the Client.
14. **Termination:** Either party may, without cause and without prejudice to any other right or remedy, terminate this Agreement thirty (30) days after delivery of a written notice of termination to either party sent via certified mail to the proper address at the top of the first page of this Agreement. In the event of termination, Consultant will be paid the agreed fees for Services performed up to the date of termination and for materials which cannot be returned.
15. **Construction and Venue:** This Agreement is to be performed in the State of Montana and is made and entered into under the laws of the State of Montana and shall, in all

respects, be interpreted, enforced, and governed under the internal laws (and not the conflicts of laws rules) of the State of Montana. In the event legal proceedings are commenced with regard to, arising out of or related to any provision of this Agreement, Client and Consultant agree that venue shall be in the judicial district that encompasses the City of Shelby, within the State of Montana.

16. **Compliance with State, Federal, and Local Laws:** The Consultant shall observe and comply with federal, state, and local laws, ordinances and regulations applicable to the Services to be performed hereunder. Without limiting the generality of the foregoing, Consultant agrees to fully comply with the Occupational Safety and Health Act of 1970, all regulations issued thereunder, and applicable state laws and regulations enacted and adopted pursuant thereto. The Consultant shall take applicable and reasonably necessary precautions in performing the Services hereunder to prevent injury to persons or damage to property.
17. **Standard of Care:** Services provided by Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant's profession practicing contemporaneously under similar conditions in the locality of the project. Consultant makes no express or implied warranties.
18. **Client's Review of Submissions:** Client shall reasonably examine and respond to Consultant's submissions; and Client is obligated to give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Consultant's Services.
19. **Indemnifications:** Consultant and Client shall indemnify and hold each other harmless from and against all claims, liabilities, actions, damages and expenses made by third parties related to or arising out of their respective intentional malfeasance or negligent performances in connection with the Project. Client acknowledges that Consultant is not responsible for construction means or methods and is not responsible for job site safety.
20. **Allocation of Risk:** To the maximum extent permitted by law, the Client agrees to limit the Consultant's liability for the Client's damages to the sum of \$50,000 or the

Consultant's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Client waives all other damages against Consultant.

21. Alternative Dispute Resolution: Unresolved disputes, controversies and claims relating to performance of services shall be initially referred to mediation, prior to initiating any other adjudicatory option.
22. Entire Agreement: This Agreement contains the entire agreement between the parties, and no statements, promises or inducements made by either party, or agents of either party, which are not contained in this written Agreement shall be or become a part of the Agreement. This Agreement constitutes the complete and final understanding between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 6th day of July, 2020.

GREAT WEST ENGINEERING, Inc.

By: _____

William B. Lloyd, PE

Title: President _____

CITY OF SHELBY

By: _____

Title: Mayor _____



EXHIBIT "A"
SPECIFIC TASK ORDERS

_____ 2020

City of Shelby
112 1st Street South
Shelby, MT 59474

Attn: _____

Re: Task Order No. ____ – Brief Description
Project Name
Great West Engineering Project No. 1-19332

Dear Commissioners:

This letter constitutes *Task Order No. ____* to our *Agreement for Professional Services* dated June 22, 2020 for the above-referenced Project. Great West's scope of services, schedule of fees, and schedule for completion of these services ("Services") are as follows:

See Attachment 1 - Scope of Services OR Insert scope here

As compensation for these Services, Client shall pay Great West [a lump sum amount of \$_____] or [at hourly rates according to the Schedule of Billing Rates, plus expenses, for an estimated total amount of \$_____] as determined by the *Consultant Agreement*. This amount cannot be exceeded without Client's prior written approval.

Please have an authorized representative sign both originals of this letter and return one executed original to Great West at the following address:

Great West Engineering, Inc.
P.O. Box 4817
Helena, MT 59604

Acknowledgement. This *Task Order No. ____* is agreed to by the parties, is effective as of the date of this letter, and becomes a part of the *Agreement for Professional Services* between the parties, which is dated _____.

GREAT WEST ENGINEERING, INC.

CITY OF SHELBY

William B. Lloyd, PE

Authorized Name, Title

President

Date



● = Water
⊗ = Sewer

Hardy

ROADRUNNER RECREATION TRL
DRIVEWAY

Gary McDermott
112 1st Street South
Shelby, MT 59474
406-434-5222

6/18/2020

Dear Gary McDermott,

It has recently been brought to my attention that the 4 county Marias fair has been cancelled for night time shows. Also, that the car show/ street fair in August was also cancelled. The reason I am writing this letter is because I would like to know the reasoning behind cancelling these events while other events around Shelby are not being cancelled. For example, the kite festival that was last Saturday 6/13/2020. There were several people there and not everyone was social distancing.

My main point is that with things being cancelled all the way up into August, why are we not cancelling the 4th of July Fireman's Picnic/ car show. With over 500 people that attend this yearly and no possible way to distance them especially with a buffet style meal how is it acceptable to have such of an event if social distancing is a concern with these other events. With the rising cases of Covid-19 it concerns me as a long-time citizen of this community. If we can not have other events with these concerns why can the Fireman's picnic/car show proceed on?

As an active member of this community I feel that having this event will jeopardize all the hard work that we have had to do as a whole to get the Corona virus at bay in Toole county. I feel that it is a big mistake and will potentially lead to a major outbreak in this community again.

I hope you will take my letter into consideration as this is a serious matter that we need to think about before moving forward with these kinds of events.

Sincerely,

Concerned Citizen of Toole County

CITY OF SHELBY

112 First Street South
Shelby, MT 59474
Telephone: (406) 434-5222
FAX: (406) 434-2039
www.shelbymt.com



Mayor: Gary McDermott
Council: Joe Flesch, Sanna Clark, Aaron Heaton, Lyle Kimmert, Bill Moritz, Trent Tustian
Animal Control: Mark Warila
Attorney: William E. Hunt, Jr.
City Supt.: Luis Correa
Building Inspector: Rob Tasker
Community Development: Lorette Carter
Finance Officer: Jade Goroski
Judge: Joe Rapkoch

June 24, 2020

Rep. Greg Gianforte
1419 Longworth
House Office Building
Washington, D.C. 20515

Re: Reduction in Amtrak schedule

Dear Representative Gianforte,

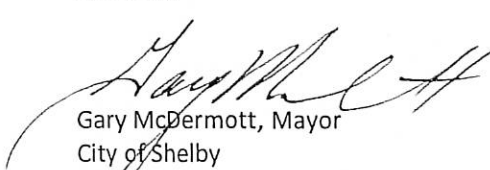
I am writing with great concern over the news of the impending reduction in the Amtrak schedule. This has come as a tremendous shock to our community which has continually supported Amtrak efforts in building a strong crew base; supporting station improvements; and providing weekly bus transit to the station.

Shelby numbers have fluctuated over the years, particularly during the coronavirus pandemic, but our station remains a busy, viable station that draws rail passengers from Great Falls, Helena, southern Alberta and many other central and southern communities. Glacier Park stations clearly dominate ridership, but Shelby has consistently seen over 10,000 passengers annually who appreciate our central Montana location; who have access along Interstate 15; and who are traveling not only for leisure, but also medical and business reasons seven days a week.

The loss of good paying jobs here in Shelby as a crew base will be devastating to our community. Loss of good families who care for their community and are leaders in civic organizations, youth sports programs, school and church activities will have long-lasting effects. Those jobs support families who pay property taxes, shop in our small retail stores, and support countless efforts and causes too numerous to mention. The loss of jobs in small rural communities like Shelby undermine the very fabric of a rural community and have long-term devastating effects.

I hope that Amtrak will reconsider the reduction in the Amtrak schedule as this will create the loss of essential transportation services for our rural residents; the loss of local jobs; the loss of revenue within our community; and the loss of wonderful families who give so much to our community.

Sincerely,


Gary McDermott, Mayor
City of Shelby

Cc: Shelby City Council

CITY OF SHELBY

112 First Street South
Shelby, MT 59474
Telephone: (406) 434-5222
FAX: (406) 434-2039
www.shelbymt.com



Mayor: Gary McDermott
Council: Joe Flesch, Sanna Clark, Aaron Heaton, Lyle Kimmet, Bill Moritz, Trent Tustian
Animal Control: Mark Warila
Attorney: William E. Hunt, Jr.
City Supt.: Luis Correa
Building Inspector: Rob Tasker
Community Development: Lorette Carter
Finance Officer: Jade Goroski
Judge: Joe Rapkoch

June 24, 2020

Senator Jon Tester
311 Hart
Senate Office Building
Washington, D.C. 20510-2604

Re: Reduction in Amtrak schedule

Dear Senator Tester,

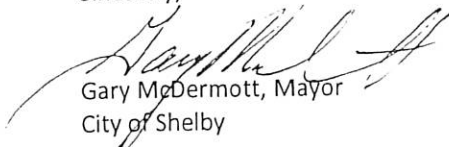
I am writing with great concern over the news of the impending reduction in the Amtrak schedule. This has come as a tremendous shock to our community which has continually supported Amtrak efforts in building a strong crew base, supporting station improvements, and providing weekly bus transit to the station.

Shelby numbers have fluctuated over the years, particularly during the coronavirus pandemic, but our station remains a busy, viable station that draws rail passengers from Great Falls, Helena, southern Alberta and many other central and southern communities. Glacier Park stations clearly dominate ridership, but Shelby has consistently seen over 10,000 passengers annually who appreciate our central Montana location; who have access along Interstate 15; and who are traveling not only for leisure, but also medical and business reasons seven days a week.

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June 24, 2020

Senator Steve Daines
320 Hart
Senate Office Building
Washington, D.C. 20510

Re: Reduction in Amtrak schedule

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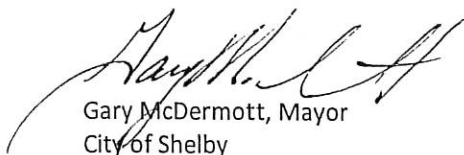
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Sincerely,



Gary McDermott, Mayor
City of Shelby

Cc: Shelby City Council

shbcdc@3rivers.net

From: Ulmer, Cheryl (Tester) <Cheryl_Ulmer@tester.senate.gov>
Sent: Thursday, June 25, 2020 8:48 AM
To: Ulmer, Cheryl (Tester)
Subject: FW: RELEASE: Tester Demands Amtrak Protect Rural Jobs and Long Distance Service Amid Pandemic

Good morning. Wanted to be sure you all saw this. Have a great day!

Cheryl Ulmer, Great Falls Regional Director

Senator Jon Tester

119 1st Avenue North, Suite 102

Great Falls, Montana 59401

406-452-9585

406-452-9586 (fax)

Cheryl_ulmer@tester.senate.gov



FOR IMMEDIATE RELEASE

June 24, 2020

Tester Demands Amtrak Protect Rural Jobs and Long Distance Service Amid Pandemic

Senator pushes back against Amtrak proposal to cut 20 percent of employees, reduce service to three days a week

(U.S. Senate) – In response to Amtrak’s recent announcement that it may cut jobs and reduce service in rural areas amid the ongoing coronavirus pandemic, U.S. Senator Jon Tester led a group of Senators representing rural America in expressing dismay at the proposal—which will disproportionately hurt remote communities—and demanding that the railroad commit to a timeline for resuming full, long distance passenger service.

“Rural networks could see trains running three days a week instead of seven, and 20 percent of Amtrak employees could lose their jobs,” wrote Tester and his colleagues Sens. Jacky Rosen (D-NV), Catherine Cortez-Masto (D-NV), and Joe Manchin (D-WV) to William Flynn, President and CEO of Amtrak. “Putting the brunt of budget shortfalls on rural America and its workers is unacceptable, no matter the circumstances, but it’s particularly egregious when Amtrak’s long-distance provided double the revenue of state-supported routes or the Northeast Corridor combined in May. If Congress is going to co 1 1 3

funding Amtrak at historic levels, you need to work to ensure this path forward works for places such as Montana, Nevada, and West Virginia alike.”

The senators concluded: “For Congress to continue its support for all operations, we need a commitment from Amtrak on what the conditions and timelines of a full resumption of 7-day-a-week service on all long-distance routes would look like, and the costs associated with the reduction and resumption of service.”

Amtrak operates 15 long-distance routes in 47 states across the country, connecting rural and urban centers and providing inter-state mobility to underserved communities and populations. Amtrak's Empire Builder Long-Distance Line—which is facing the proposed cuts—includes 12 stations along the Montana Hi-Line, which served 121,429 passengers who boarded or disembarked in Montana in 2019.

Senator Tester is a longtime champion of maintaining Amtrak service to rural communities, and he recently helped secure \$1 billion for Amtrak in the *Coronavirus Aid, Recovery, and Economic Security (CARES) Act* to maintain long distance routes during the pandemic. He has also led the charge to restore ticket agents in Amtrak stations in Havre and Shelby, and grilled Amtrak CEO Richard Anderson last year over the railroad's plans to maintain passenger service in rural America despite the Administration's proposal to cut 25 percent of the agency's funding in Fiscal Year 2020.

Tester's full letter can be found [HERE](#).

###

United States Senate

WASHINGTON, DC 20510

June 24, 2020

William Flynn
President and Chief Executive Officer, Amtrak
60 Massachusetts Ave NE
Washington, DC 20002

Dear Mr. Flynn,

In response to the COVID-19 pandemic Congress passed the CARES Act, which provided Amtrak with \$1.02 billion to alleviate the severe economic impact COVID-19 produced. You have asked Congress to provide record levels of taxpayer funding, yet, in your supplemental funding request for Fiscal Year 2021 you are proposing to cut service and staff during an unprecedented time. We are deeply concerned by the downsizing plan outlined in your supplemental funding request and believe it to be contrary to public interest. These cuts would not only dramatically reduce the utility of the nation's passenger rail network, but would also ignore Congressional intent to expedite economic recovery following the pandemic.

Amtrak's plan to terminate one out of every five employees would put thousands of Americans out of work at a time when millions of Americans have lost their jobs. This severe reduction in workforce raises serious doubts about whether a realistic plan exists for fully restoring service in a timely fashion. Your plan also calls for reducing the frequency of all National Network long-distance trains, while consolidating three routes into one, thus greatly reducing Amtrak's ability to operate its Network at full capacity. These actions will eliminate thousands of points of connection and dramatically reduce the utility of Amtrak as a transportation provider, irrevocably hurting hundreds of communities and small towns already devastated by the COVID-19 pandemic.

In your FY2021 supplemental funding request you stated "[w]e understand how important Amtrak service is to the nation and, particularly, small communities across the nation where we play a unique role in connecting these communities to the rest of America." Your request, unfortunately, does not reflect that understanding.

As Congress considers your supplementary request for FY2021, we ask that you provide the following information:

- How much would it cost to maintain the current service levels on all long-distance routes?
- How does the cost of retaining the current workforce in active status, ready to return to work, compare with that of hiring and training new employees?
- By reducing the workforce, what is your desired outcome? Why?

- What ridership metrics will Amtrak use to decide when to restore capacity, and how will they account for the reduced demand signal resulting from fewer frequencies and connections? Do you plan to restore service in phases?
- You wrote restoring these frequencies will be "subject to adequate funding;" What does Amtrak consider adequate funding?

Thank you for your time and cooperation, we look forward to your response.

Sincerely,



STEVE DAINES
United States Senator



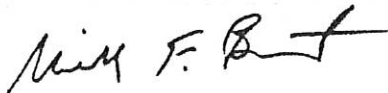
KEVIN CRAMER
United States Senator



MIKE BRAUN
United States Senator



JOHN HOEVEN
United States Senator



MICHAEL F. BENNET
United States Senator



TOM UDALL
United States Senator

/s/ Martin Heinrich

MARTIN HEINRICH
United States Senator

**Summary of Port of Northern Montana board meeting
July 2, 2020 (via conference call)
Lorette Carter**

1. **Calumet Lubricants, Co.:** Calumet continues to move and store cars within the facility. In addition to diesel, they are also moving gasoline.
2. **Hinrich's Trading Company:** They are working with Savage on purchase of their current facility with the intent of purchasing the adjacent lot for the build of a processing facility.
3. **Pat's Off-Road, Inc.:** Pat's Off-Road continues work on the piping within their operation.
4. **Savage Services Inc.:** The master lease for multi-modal operations is still in negotiation. They are considering a short-line railroad. BNSF is part of the negotiation process.
5. **Pacific Steel & Recycling:** They have begun moving scrap again.
6. **Dick Irvin Inc.:** DII has initiated the move to track 2970.
7. **Data Center Feasibility:** No new information.
8. **Bridge Agi Partners:** Bridge Agi is working on improvements to the north bulk facility and the build of tanks as part of their expansion plans. They are advertising for an on-site manager.
9. **Tauber Petrochemical Canada:** Tauber is completing international banking information in which to operate out of the facility. They continue working with Savage to move petro-chemicals.
10. **Track 2970:** Track 2970 is ready for operation.

Other business:

NETA Golf Tournament is scheduled for Thursday, Sept. 10th.