

AGENDA
CITY COUNCIL MEETING
CITY OF SHELBY
December 1, 2025
6:30 P.M.

ROLL CALL OF MEMBERS

PLEDGE OF ALLEGIANCE

POLICY ON CONDUCT AND MANNER OF ADDRESSING COUNCIL

APPROVAL OF MINUTES

- Regular Council Meeting, 11/17/25 (pgs. 5-6)

APPEARANCE REQUESTS

- Agenda Items
- Non-Agenda Items

CLAIMS REPORT 11/30/2025 (pgs. 7-18)

COMMITTEE REPORTS

-

CITY FINANCE OFFICER

- 5 Year Engineering On Call Services (pgs. 19-87)
-

CITY ATTORNEY

- Resolution No. 2138 re: Setting Procedures for Disposal of Personal Property Recovered from Glacier Motel (pgs. 88-92)
-

CITY SUPERINTENDENT

OTHER MATTERS

- Toole County Conservation District Re-appoint Elisha Dempsey
-

ADJOURN

CITY OF SHELBY MEETING SCHEDULE

December 1, 2025

- 6:00 p.m. **Audit Committee**
 (Mayor, Finance Officer, Clark, Frydenlund, Moritz)
- 6:30 p.m. **Regular City Council Meeting**

December 8, 2025

- 6:30 p.m. **City-County Planning Board**
 (Mayor, Flesch, Clark)

December 15, 2025

- 6:30 p.m. **Regular City Council Meeting**

December 29, 2025

- 6:30 p.m. **Park & Recreation Meeting**
 (Mayor, Superintendent, Frydenlund, Kimmet)

City Council Packet Listing

- A. Agenda
- B. Agenda Items
 - 1. Minutes of Regular Council Meeting, 11/17/25
 - 2. Claims Report, November 2025
 - 3. Great West Agreement for Professional Services
 - 4. Tripe Tree Agreement for Professional Services
 - 5. Resolution No. 2138 re: Setting Procedures for Disposal of Personal Property Recovered from Glacier Motel
- C. Correspondence
 - 1.
 - 2.
- D. Reports
 - 1.
- E. Handouts
 - 1.

Policy on Conduct and Manner of Addressing Council

The public is invited to speak on any item after recognition by the presiding officer.

1. Public comments will be accepted only on items within the jurisdiction of the City of Shelby.
2. Comments shall be limited to 5 minutes per meeting, unless such time is extended by a majority vote of the Council members.
3. While the Council is in session, those in attendance must preserve order and decorum. No member of the public shall delay or interrupt the Council proceedings; disturb any member who may be speaking; or refuse to obey the orders of the Council or its presiding officer.
4. Prepared statements are welcome and should be given to the Finance Officer prior to a Council meeting. Prepared statements that are also read, however, shall be deemed unduly repetitious. All prepared statements for public hearings shall become part of the hearing record.
5. All remarks shall be addressed to the Council as a body and not to any member of the Council or Staff.
6. Public members recognized by the presiding officer, shall:
 - a. Stand, if able
 - b. For the record, give his/her name and address
 - c. If applicable, give the person, firm or organization he/she represents
 - d. Limit comments to the matter of fact
 - e. Address the Council as a body and not to any individual member of the Council or City Staff
 - f. Ask no questions of individuals who are Council members, staff or other public members, except through the presiding officer
 - g. Limit comments to a maximum of 5 minutes, unless such time is extended by a majority vote of Council members.

The Council thanks public members for respectfully and courteously providing constructive and valuable information.

MINUTES OF REGULAR COUNCIL MEETING OF THE SHELBY CITY COUNCIL
HELD IN COUNCIL CHAMBERS
November 17, 2025

Mayor McDermott called the meeting to order at 6:30 p.m.
Present were: Lyle Kimmet, Joe Flesch, Jayce Yarn, Pat Frydenlund, and Bill Moritz, Council Members; Jade Goroski, Finance Officer; Eric Kary, City Superintendent; Logan Fehler, City Attorney. Absent & Excused: Sanna Clark.

Other citizens present: Eric Tokerud and Tyler Foss.

PLEDGE OF ALLEGIANCE

POLICY ON CONDUCT AND MANNER OF ADDRESSING COUNCIL

APPROVAL OF MINUTES

- Regular Council Meeting, 11/3/2025
MORITZ MADE A MOTION TO APPROVE THE 11/3/2025 MINUTES.
SECONDED BY KIMMET. VOTE AYES - MORITZ, KIMMET, FLESCHE, FRYDENLUND, YARN. NOES - NONE. ABSENT - CLARK.

APPEARANCE REQUESTS

- AGENDA ITEMS -
- NON-AGENDA ITEMS -

COMMITTEE REPORTS

- Law Enforcement - Tyler Foss

CITY FINANCE OFFICER

1. City Judge's Report, 10/31/2025
2. Bank Account Report, Budget Year to Date, Vendor Summary, Enterprise Funds, Statement of Expenditures, Revenues, Cash Flow Report, 10/31/2025

FRYDENLUND MADE A MOTION TO APPROVE THE REPORTS. SECONDED BY KIMMET. VOTE AYES - MORITZ, KIMMET, FLESCHE, FRYDENLUND, YARN. NOES - NONE. ABSENT - CLARK.

CITY ATTORNEY

CITY SUPERINTENDENT

Eric provided an update on the projects the crew is working on.

OTHER MATTERS

ADJOURN

AT 6:53 P.M. KIMMET MADE A MOTION TO ADJOURN THE MEETING.
SECONDED BY FLESCH. VOTE AYES - MORITZ, KIMMET, FLESCH,
FRYDENLUND, YARN. NOES - NONE. ABSENT - CLARK.

Gary McDermott, Mayor

ATTEST:

Jade Goroski, Finance Officer

11/25/25
14:13:29

CITY OF SHELBY
Claim Details
For the Accounting Period: 11/25

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Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
250301	01200 U S BANK TRUST-SPA LOCKBOX		10,796.25					
	Shelby ARRA-B							
1	3072270 11/21/25 SRF-10220 Wastewater-Prin		10,000.00			5310 490208	610	102210
2	3072270 11/21/25 SRF-10220 Wastewater-Int		796.25			5310 490208	620	102210
250302	01200 U S BANK TRUST-SPA LOCKBOX		22,090.00					
	Shelby ARRA-A							
	Loan C							
1	3072269 11/21/25 SRF-11266 Wastewater-Prin		19,000.00			5310 490208	610	102210
2	3072269 11/21/25 SRF-11266 Wastewater-Int		3,090.00			5310 490208	620	102210
250303	01605 ROHLF, CHARLES C & JACQUELINE M		100.00					
	X 81-007 (South frontage road), milepost 17.8, T31NR2W, Section 20, Lots 8-9							
1	11/05/25 Annual Sign Land Lease		100.00			1000 411201	300	101000
250304	02304 MOTOR POWER GREAT FALLS INC		440.28					
1	02GI369568 10/29/25 belt tensioner		192.50		35478	1000 430200	200	101000
2	02GI369597 10/30/25 poly belt		86.14		35478	1000 430200	200	101000
	02GI369742 11/05/25 tensioner belt		209.84		35478	1000 430200	200	101000
4	02GI370248 11/11/25 belt tensioner credit		-167.55		35478	1000 430200	200	101000
5	02GI370062 11/10/25 poly belt		60.14		35478	1000 430200	200	101000
6	02GI370007 11/06/25 fuel caps		96.70		35478	1000 430200	200	101000
7	02GI370836 11/24/25 return of belt		-37.49		35499	1000 430200	200	101000
250305	00400 UTILITIES UNDERGROUND LOCATION		36.75					
1	5105108 10/31/25 21 Locates for 11/25		36.75*		35481	5210 430500	300	101000
250306	31696S 00144 POSTMASTER		469.55					
1	11/24/25 11/25 UB Postage		156.52			5210 430570	310	101000
2	11/24/25 11/25 UB Postage		156.52			5310 430670	310	101000
3	11/24/25 11/25 UB Postage		156.51			5410 430870	310	101000
250307	01200 U S BANK TRUST-SPA LOCKBOX		10,862.50					
	4th Cell-Loan 1							
1	3072267 11/21/25 SRF-18423 Wastewater-Prin		8,000.00			5310 490212	610	102210
2	3072267 11/21/25 SRF-18423 Wastewater-Int		2,862.50			5310 490212	620	102210
250308	01200 U S BANK TRUST-SPA LOCKBOX		44,150.00					
	4th Cell-Loan 2							
1	3072268 11/21/25 SRF-19439 Wastewater-Prin		25,000.00			5310 490214	610	102210
2	3072268 11/21/25 SRF-19439 Wastewater-Int		19,150.00			5310 490214	620	102210

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250309	01200	U S BANK TRUST-SPA LOCKBOX	18,237.50					
		4th Cell-Loan 3						
1	3072533	11/21/25 SRF-20472 Wastewater-Prin	10,000.00			5310 490215	610	102210
2	3072533	11/21/25 SRF-20472 Wastewater-Int	8,237.50			5310 490215	620	102210
250310	01200	U S BANK TRUST-SPA LOCKBOX	16,875.00					
		4th Cell-Loan 4						
1	3072551	11/21/25 SRF-20473 Wastewater-Prin	12,000.00			5310 490216	610	102210
2	3072551	11/21/25 SRF-20473 Wastewater-Int	4,875.00			5310 490216	620	102210
250311	02368	OPTIUM FINANCIAL INC	4.25					
1	1830699	11/12/25 HSA Service Fee	1.06			1000 410550	300	101000
2	1830699	11/12/25 HSA Service Fee	1.06			5210 430570	300	101000
3	1830699	11/12/25 HSA Service Fee	1.06			5310 430670	300	101000
4	1830699	11/12/25 HSA Service Fee	1.07			5410 430870	300	101000
250312	01862	MOUNTAIN ALARM	143.34					
1	7204084	11/01/25 11/25 Fire Alarm Monitoring	58.32			1000 420401	300	101000
2	7198894	11/01/25 control support	85.02			5410 430840	300	101000
250313	01200	U S BANK TRUST-SPA LOCKBOX	5,525.00					
		WRF 09136						
1	3072385	11/21/25 DNRC2 08 Water Main Imp Prin	5,000.00			5210 490207	610	102210
2	3072385	11/21/25 DNRC2 08 Water Main Imp Int	525.00			5210 490207	620	102210
250314	01200	U S BANK TRUST-SPA LOCKBOX	9,337.50					
		Shelby ARRA-B						
		WRF 11226						
1	3072384	11/21/25 Water Sys Improvement Prin	9,000.00*			5210 490209	610	102210
2	3072384	11/21/25 Water Sys Improvement Int	337.50*			5210 490209	620	102210
250315	00048	TOOLE COUNTY CLERK & RECORDER	56,995.14					
1	11/03/25	City Judge/Sec Wages	3,408.12			1000 410360	100	101000
2	11/03/25	City Judge/Sec Medicare	48.31			1000 410360	142	101000
3	11/03/25	City Judge/Sec SS	206.56			1000 410360	141	101000
4	11/03/25	City Judge/Sec Unemploy Ins	7.02			1000 410360	145	101000
5	11/03/25	City Judge/Sec Workers Comp	13.58			1000 410360	146	101000
6	11/03/25	City Judge/Sec PERS	181.74			1000 410360	143	101000
7	11/03/25	City Judge Health Insurance	528.00			1000 410360	147	101000
8	11/03/25	City Judge Supplies	44.58			1000 410360	200	101000
9	11/03/25	City Judge Phone	20.52			1000 410360	344	101000
10	11/03/25	City Judge Travel & Education	536.71			1000 410360	370	101000
11	11/03/25	Law Enforcement	37,270.00			1000 420000	300	101000
12	11/03/25	Law Enforcement	4,910.00			5210 420100	300	101000

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13	11/03/25	Law Enforcement	4,910.00			5310 420100	300	101000
14	11/03/25	Law Enforcement	4,910.00			5410 420100	300	101000
250316	E 00111	FIRST STATE BANK	55.00					
1	11/30/25	FSB Billing ACH Origination	18.33			5210 430570	300	101000
2	11/30/25	FSB Billing ACH Origination	18.33			5310 430670	300	101000
3	11/30/25	FSB Billing ACH Origination	18.34			5410 430870	300	101000
250317	01200	U S BANK TRUST-SPA LOCKBOX	91,225.00					
1	3072313 11/21/25	SRF-17407 Storm Drainage Prin	52,000.00			5720 490213	610	102210
2	3072313 11/21/25	SRF-17407 Storm Drainage Int	39,225.00			5720 490213	620	102210
250318	01137	AQUA TECH LABORATORY	100.00					
	PWSID# MT0000328							
1	42339 11/04/25	Monthly Coliform Water Testing	100.00*		35485	5210 430500	300	101000
250319	01137	AQUA TECH LABORATORY	25.00					
	PWSID# MT0000200							
1	42343 11/04/25	DWI Monthly Water Test	25.00*		35485	5210 430500	300	101000
20	01137	AQUA TECH LABORATORY	25.00					
	PWSID# MT00004936							
1	42341 11/04/25	NCMRWA Monthly Water Test	25.00*		35485	5210 430500	300	101000
250321	0263	STUTZ, JENNIFER	3,500.00					
1	11/21/25 11/25	legal services	875.00			1000 411100	350	101000
2	11/21/25 11/25	legal services	875.00			5210 430513	350	101000
3	11/21/25 11/25	legal services	875.00			5310 430613	350	101000
4	11/21/25 11/25	legal services	875.00			5410 430813	350	101000
250322	-98013E 01486	USDA RURAL DEVELOPMENT	1,603.00					
1	11/05/25	Fire Hall Improvement Loan	877.78			1000 490527	610	101000
2	11/05/25	Fire Hall Improvement Loan Int	725.22			1000 490527	620	101000
250323	00111	FIRST STATE BANK	70,479.30					
1	11/18/25	TEDD 2023A Rev. Bond Principle	30,371.53*			2310 490218	610	102210
2	11/18/25	TEDD 2023A Rev. Bond Interest	40,107.77			2310 490218	620	102210
250324	00111	FIRST STATE BANK	4,237.89					
1	11/18/25	TEDD 2023B Rev. Bond Principle	894.93*			2310 490219	610	102210
2	11/18/25	TEDD 2023B Rev. Bond Interest	3,342.96			2310 490219	620	102210

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250325	31693S	00043 SHELBY GAS ASSOCIATION	3,099.15					
1	11/10/25 11/25 Gas Bill		78.70			1000 411200	343	101000
2	11/10/25 11/25 Gas Bill		324.10			1000 420400	343	101000
3	11/10/25 11/25 Gas Bill		324.10			1000 420401	343	101000
4	11/10/25 11/25 Gas Bill		788.45			1000 460445	343	101000
5	11/10/25 11/25 Gas Bill		229.15			1000 460442	343	101000
6	11/10/25 11/25 Gas Bill		147.55			5410 430840	343	101000
7	11/10/25 11/25 Gas Bill		143.26			1000 430200	343	101000
8	11/10/25 11/25 Gas Bill		143.26			5210 430500	343	101000
9	11/10/25 11/25 Gas Bill		143.26			5310 430600	343	101000
10	11/10/25 11/25 Gas Bill		143.27			5410 430830	343	101000
11	11/10/25 11/25 Gas Bill		32.85			1000 411202	343	101000
12	11/10/25 11/25 Gas Bill		32.85			5210 430520	343	101000
13	11/10/25 11/25 Gas Bill		32.85			5310 430620	343	101000
14	11/10/25 11/25 Gas Bill		32.85			5410 430820	343	101000
15	11/10/25 11/25 Gas Bill		54.90			5210 430500	343	101000
16	11/10/25 11/25 Gas Bill		415.80			1000 460465	343	101000
17	11/10/25 11/25 Gas Bill		31.95			1000 470270	300	101000
250326	02699	FRESH START CLEANING MT LLC	2,000.00					
1	1043 11/25/25 11/25 Janitorial Service		75.00			1000 411202	390	101000
2	1043 11/25/25 11/25 Janitorial Service		75.00			5210 430520	390	101000
3	1043 11/25/25 11/25 Janitorial Service		75.00			5310 430620	390	101000
4	1043 11/25/25 11/25 Janitorial Service		75.00			5410 430820	390	101000
5	1043 11/25/25 11/25 CC Janitorial Service		1,700.00			1000 460442	300	101000
250327	31694S	00026 MARIAS RIVER ELECTRIC COOP INC	14,707.17					
1	11/10/25 11/25 Electric Bill		119.51			1000 411200	342	101000
2	11/10/25 11/25 Electric Bill		326.77			1000 420400	342	101000
3	11/10/25 11/25 Electric Bill		326.76			1000 420401	342	101000
4	11/10/25 11/25 Electric Bill		46.58			1000 411202	342	101000
5	11/10/25 11/25 Electric Bill		46.58			5210 430520	342	101000
6	11/10/25 11/25 Electric Bill		46.58			5310 430620	342	101000
7	11/10/25 11/25 Electric Bill		46.58			5410 430820	342	101000
8	11/10/25 11/25 Electric Bill		132.74*			1000 430200	342	101000
9	11/10/25 11/25 Electric Bill		132.74			5210 430500	342	101000
10	11/10/25 11/25 Electric Bill		132.74			5310 430600	342	101000
11	11/10/25 11/25 Electric Bill		132.72			5410 430830	342	101000
12	11/10/25 11/25 Electric Bill		50.49			1000 440600	342	101000
13	11/10/25 11/25 Electric Bill		50.48			1000 460430	342	101000
14	11/10/25 11/25 Electric Bill		75.64			1000 460430	342	101000
15	11/10/25 11/25 Electric Bill		524.24			1000 460465	342	101000
16	11/10/25 11/25 Electric Bill		403.61			1000 460439	342	101000
17	11/10/25 11/25 Electric Bill		744.82			1000 460442	342	101000

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18	11/10/25 11/25 Electric Bill		86.92			1000 460445	342	101000
19	11/10/25 11/25 Electric Bill		4,493.42			2400 430263	342	101000
20	11/10/25 11/25 Electric Bill		6,148.34			5210 430500	342	101000
21	11/10/25 11/25 Electric Bill		480.13			5310 430600	342	101000
22	11/10/25 11/25 Electric Bill		47.38			5410 430840	342	101000
23	11/10/25 11/25 Electric Bill		57.33			1000 460430	342	101000
24	11/10/25 11/25 Electric Bill		54.07			1000 470270	300	101000
250328	00653 GREAT WEST ENGINEERING		1,421.30					
2	38148 11/14/25 Wastewater PER		1,421.30			5310 430600	350	101000
250329	00309 PREFERRED OFFICE EQUIPMENT		403.17					
2	56382 11/03/25 11/25 Maintenance/Copies		47.94			1000 410550	300	101000
3	56382 11/03/25 11/25 Maintenance/Copies		47.94			5210 430570	300	101000
4	56382 11/03/25 11/25 Maintenance/Copies		47.94			5310 430670	300	101000
5	56382 11/03/25 11/25 Maintenance/Copies		47.94			5410 430870	300	101000
6	56649 11/17/25 11/25 Maintenance/Copies Shop		12.28			1000 430200	300	101000
7	56649 11/17/25 11/25 Maintenance/Copies Shop		12.28*			5210 430500	300	101000
8	56649 11/17/25 11/25 Maintenance/Copies Shop		12.28*			5310 430600	300	101000
9	56649 11/17/25 11/25 Maintenance/Copies Shop		12.28			5410 430840	300	101000
	56650 11/17/25 11/25 Maintenance/Copies CC		134.29			1000 460442	300	101000
12	56383 11/03/25 11/25 Maintenance/Copies		7.00			1000 410550	300	101000
13	56383 11/03/25 11/25 Maintenance/Copies		7.00			5210 430570	300	101000
14	56383 11/03/25 11/25 Maintenance/Copies		7.00			5310 430670	300	101000
15	56383 11/03/25 11/25 Maintenance/Copies		7.00			5410 430870	300	101000
250330	31692S 02586 DIS TECHNOLOGIES		963.00					
1	17483 11/05/25 Monthly Managed Services		145.00			1000 410550	300	101000
2	17483 11/05/25 Monthly Managed Services		145.00			5210 430570	300	101000
3	17483 11/05/25 Monthly Managed Services		145.00			5310 430670	300	101000
4	17483 11/05/25 Monthly Managed Services		145.00			5410 430870	300	101000
6	17483 11/05/25 Monthly Managed Services		72.50			1000 460442	300	101000
7	17483 11/05/25 Monthly Managed Services		54.37			1000 430200	300	101000
8	17483 11/05/25 Monthly Managed Services		54.37*			5210 430500	300	101000
9	17483 11/05/25 Monthly Managed Services		54.38*			5310 430600	300	101000
10	17483 11/05/25 Monthly Managed Services		54.38			5410 430830	300	101000
11	17483 11/05/25 Monthly Microsoft 365		23.25			1000 410550	300	101000
12	17483 11/05/25 Monthly Microsoft 365		23.25			5210 430570	300	101000
13	17483 11/05/25 Monthly Microsoft 365		23.25			5310 430670	300	101000
14	17483 11/05/25 Monthly Microsoft 365		23.25			5410 430870	300	101000

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250331	01137 AQUA TECH LABORATORY		25.00					
	PWSID# MI0005064							
1	42342 11/04/25 NCMRWA Monthly Water Test		25.00*		35485	5210 430500	300	101000
250332	00026 MARIAS RIVER ELECTRIC COOP INC		529.37					
1	2523 10/30/25 614 Granite		529.37			7030 470000	900 2299	101000
250333	01834 FIRE PROGRAMS		2,845.00					
1	253601 11/01/25 CFD fire reporting software su		2,845.00		35322	1000 420400	300	101000
250334	02064 PENGUIN MANAGEMENT INC		1,164.00					
1	85169 11/01/25 CFD e-dispatch subscription		1,164.00		35321	1000 420400	300	101000
250335	01946 ALL SEASON HEATING & AIR		202.30					
1	57248 10/17/25 CFD service heaters		202.30		35320	1000 420400	300	101000
250336	02045 NAPA AUTO PARTS		45.34					
1	239939 10/04/25 RFD exhaust parts F56		30.47		35323	1000 420401	200	101000
2	240362 10/14/25 RFD wiring connectors F56		14.87		35323	1000 420401	200	101000
250337	00119 SHELBY VOLUNTEER FIRE DEPT		1,699.70					
1	10/28/25 CFD graphics install-ladder tr		1,100.00			1000 420400	300	101000
2	10/14/25 RFD batteries for van		599.70			1000 420401	200	101000
250338	02335 CINTAS CORPORATION		70.64					
1	5301961403 11/10/25 RX cabinet restock		17.66			1000 410550	300	101000
2	5301961403 11/10/25 RX cabinet restock		17.66			5210 430570	300	101000
3	5301961403 11/10/25 RX cabinet restock		17.66			5310 430670	300	101000
4	5301961403 11/10/25 RX cabinet restock		17.66			5410 430870	300	101000
250339	02710 HUMDINGER EQUIPMENT LTD.		644,950.00					
	FSA contract FSA23-EQU21.0 contract item #48							
1	39217 09/30/25 landfill compactor		644,950.00*			5410 430841	900	101000
250340	00088 CARQUEST AUTO PARTS		45.31					
1	5599146 08/30/25 RFD credit		-15.88		35325	1000 420401	200	101000
2	391366 09/24/25 RFD DEF		38.58		35325	1000 420401	200	101000
3	391774 10/03/25 RFD fuel filter/clamp		10.11		35325	1000 420401	200	101000
4	392868 10/30/25 RFD additive		12.50		35325	1000 420401	200	101000

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Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
250341		02639 BTI MONTANA	137.17					
1	77651 10/03/25 RFD fasteners		1.80		35324	1000 420401	200	101000
2	77921 10/07/25 RFD yellow armor connectors		25.18		35324	1000 420401	200	101000
3	77921 10/03/25 CFD cleaner		10.99*		35324	1000 420400	200	101000
4	78192 10/10/25 CFD amonia/germicial bleach		12.78*		35324	1000 420400	200	101000
5	CL50817 10/31/25 RFD fuel		86.42		35324	1000 420401	230	101000
250342		01345 AMERICAN LEGAL PUBLISHING	656.00					
1	46404 11/12/25 S-13 Supplement Ord 858-859		164.00			1000 410550	300	101000
2	46404 11/12/25 S-13 Supplement Ord 858-859		164.00			5210 430570	300	101000
3	46404 11/12/25 S-13 Supplement Ord 858-859		164.00			5310 430670	300	101000
4	46404 11/12/25 S-13 Supplement Ord 858-859		164.00			5410 430870	300	101000
250343		01470 RMR AGGREGATE	2,960.25					
1	5093 12/05/25 road sand		2,960.25			1000 430200	400	101000
250344		02656 STAHL ENGINEERING & ASSOCIATES, land surveyor review/exempt division criteria reviews	800.00					
1	7 11/12/25 2023 subdivision admin		800.00			1000 410550	300	101000
250345		01700 ORKIN, INC	2,685.16					
3	287547670 11/05/25 prison tank - November		145.00*			5210 430500	300	101000
4	11/14/25 prison year in advance		1,670.40*			5210 430500	300	101000
5	11/14/25 HCH year in advanced		869.76*			1000 411200	300	101000
250346		02711 HOME N SCHOOL	5,000.00					
1	11/13/25 TBID playground donation		5,000.00			7199 460301	701	101000
250347		01099 SHELBY PUBLIC SCHOOLS	9,000.00					
1	11/14/25 TBID coyote classic donation		9,000.00			7199 460301	701	101000
250348		31695S 01329 CITY OF SHELBY	499.54					
1	11/13/25 energy share assistance		499.54			7060 450138	710	101000
250349		01677 STAPLES	138.45					
1	6046764355 10/31/25 toilet paper		13.02		35488	1000 430200	200	101000
2	6046764355 10/31/25 toilet paper		13.02		35488	5210 430500	200	101000
3	6046764355 10/31/25 toilet paper		13.02		35488	5310 430600	200	101000
4	6046764355 10/31/25 toilet paper		13.03*		35488	5410 430840	200	101000
5	6046764356 10/31/25 hand wash/cleaning wipes		21.59		35488	1000 430200	200	101000
6	6046764356 10/31/25 hand wash/cleaning wipes		21.59		35488	5210 430500	200	101000
7	6046764356 10/31/25 hand wash/cleaning wipes		21.59		35488	5310 430600	200	101000
8	6046764356 10/31/25 hand wash/cleaning wipes		21.59		35488	5410 430830	200	101000

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Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
250350	00027 MARKS TIRE & ALIGNMENT		210.00					
1	81301 10/01/25 wheel swap-garbage truck		210.00		35487	5410 430830	300	101000
250351	00276 TRI-CITY INTERLOCAL EQUIPMENT		732.00					
1	10/25/25 jet truck rental		732.00*		35484	5310 430600	300	101000
250352	02097 FASTENAL COMPANY		269.11					
1	241834 10/21/25 disposable gloves/bolt/nuts		67.27		35486	1000 430200	200	101000
2	241834 10/21/25 disposable gloves/bolt/nuts		67.28		35486	5210 430500	200	101000
3	241834 10/21/25 disposable gloves/bolt/nuts		67.28		35486	5310 430600	200	101000
4	241834 10/21/25 disposable gloves/bolt/nuts		67.28*		35486	5410 430840	200	101000
250353	01439 CONRAD BUILDING CENTER INC		68.12					
1	129372 10/30/25 downspout		68.12		35483	1000 460442	200	101000
250354	01321 GLACIER MOTOR SALES & SERVICE		3,710.41					
1	129724 10/30/25 repairs-container truck		3,710.41		35482	5410 430830	300	101000
250355	02412 CORE & MAIN		472.43					
1	793992 10/30/25 6"x1" tapping saddle x2		472.43		35480	5210 430500	200	101000
250356	02712 KLETTE FIRE EXTINGUISHER		702.50					
1	702014 11/01/25 fire extinguisher services		175.62		35479	1000 430200	300	101000
2	702014 11/01/25 fire extinguisher services		175.63*		35479	5210 430500	300	101000
3	702014 11/01/25 fire extinguisher services		175.62*		35479	5310 430600	300	101000
4	702014 11/01/25 fire extinguisher services		175.63		35479	5410 430840	300	101000
250357	01946 ALL SEASON HEATING & AIR		12,000.00					
1	57732-1 11/24/25 614 Granite Ave install		12,000.00			7030 470000	900 2299	101000
250358	01043 MT DEPT OF PUBLIC HLTH & HUMAN		775.00					
1	P10382 11/21/25 Swim Pool 2022 License		225.00*			1000 460445	300	101000
2	S310949 11/21/25 Splash Park 2022 License		100.00*			1000 460445	300	101000
3	TL0697 11/21/25 Williamson Cmpgd 2022 License		225.00*			1000 460437	300	101000
4	TL0698 11/21/25 Sheloole Cmpgd 2022 License		225.00			1000 460439	300	101000
250359	02069 NATIONAL LAUNDRY CO		74.36					
1	24885 11/19/25 laundry/red rags		18.59		35496	1000 430200	200	101000
2	24885 11/19/25 laundry/red rags		18.59		35496	5210 430500	200	101000
3	24885 11/19/25 laundry/red rags		18.59		35496	5310 430600	200	101000
4	24885 11/19/25 laundry/red rags		18.59*		35496	5410 430840	200	101000

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Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
250360	02376 MOBILE TWI LLC		240.00					
1	112025C 11/20/25 random DOT test x2		60.00		35491	1000 430200	300	101000
2	112025C 11/20/25 random DOT test x2		60.00*		35491	5210 430500	300	101000
3	112025C 11/20/25 random DOT test x2		60.00*		35491	5310 430600	300	101000
4	112025C 11/20/25 random DOT test x2		60.00		35491	5410 430830	300	101000
250361	00088 CARQUEST AUTO PARTS		36.29					
1	393144 11/06/25 80w90 gear oil		29.82		35489	5410 430830	200	101000
2	392993 11/03/25 air brake tubing		3.48		35489	1000 430200	200	101000
3	393293 11/10/25 pail for DEF drum		0.74		35489	1000 430200	200	101000
4	393293 11/10/25 pail for DEF drum		0.75		35489	5210 430500	200	101000
5	393293 11/10/25 pail for DEF drum		0.75		35489	5310 430600	200	101000
6	393293 11/10/25 pail for DEF drum		0.75		35489	5410 430830	200	101000
250362	00144 POSTMASTER		370.00					
1	11/24/25 permit #101 first-class presor		123.33			5210 430570	310	101000
2	11/24/25 permit #101 first-class presor		123.33			5310 430670	310	101000
3	11/24/25 permit #101 first -class preso		123.34			5410 430870	310	101000
53	00037 NORTHWEST PIPE FITTINGS INC		4,448.65					
1	2484450 11/17/25 curb stops/curb boxes		1,538.80		35495	5210 430500	200	101000
2	2485032 11/18/25 1" pit meters x5		2,909.85		35498	5210 430500	200	101000
250364	02045 NAPA AUTO PARTS		478.94					
1	241433 11/07/25 v-belt/serpentine belt		100.85		35490	5210 430500	200	101000
2	241384 11/06/25 v-belt		33.97		35490	5210 430500	200	101000
3	241515 11/10/25 door handle		11.24		35490	1000 430200	200	101000
4	241450 11/07/25 choke switch/oil pressure		29.18		35490	1000 460430	200	101000
5	241831 11/17/25 trailer jack		78.99		35490	1000 460430	200	101000
6	241642 11/12/25 gear wrench set 1/4" & 3/8"		23.99		35490	1000 430200	200	101000
7	241642 11/12/25 gear wrench set 1/4" & 3/8"		24.00		35490	5210 430500	200	101000
8	241642 11/12/25 gear wrench set 1/4" & 3/8"		24.00		35490	5310 430600	200	101000
9	241642 11/12/25 gear wrench set 1/4" & 3/8"		24.00*		35490	5410 430840	200	101000
10	241643 11/12/25 10mm socket		3.73		35490	1000 430200	200	101000
11	241643 11/12/25 10mm socket		3.75		35490	5210 430500	200	101000
12	241643 11/12/25 10mm socket		3.75		35490	5310 430600	200	101000
13	241643 11/12/25 10mm socket		3.75*		35490	5410 430840	200	101000
14	241633 11/12/25 oil dry		12.47		35490	1000 430200	200	101000
15	241633 11/12/25 oil dry		12.46		35490	5210 430500	200	101000
16	241633 11/12/25 oil dry		12.46		35490	5310 430600	200	101000
17	241633 11/12/25 oil dry		12.46*		35490	5410 430840	200	101000
18	241909 11/19/25 mini fuse pack		1.74		35490	1000 430200	200	101000
19	241909 11/19/25 mini fuse pack		1.75		35490	5210 430500	200	101000
20	241909 11/19/25 mini fuse pack		1.75		35490	5310 430600	200	101000

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Claim	Check	Vendor #/Name/	Document \$/	Disc \$					Cash
Line #	Invoice #/Inv Date/Description	Line \$	PO #	Fund Org Acct	Object Proj	Account			
21	241909 11/19/25 mini fuse pack	1.75*	35490	5410 430840	200	101000			
22	239766 10/01/25 napa filter	14.21	35490	1000 430200	200	101000			
23	239766 10/01/25 napa filter	14.23	35490	5210 430500	200	101000			
24	239766 10/01/25 napa filter	14.23	35490	5310 430600	200	101000			
25	239766 10/01/25 napa filter	14.23*	35490	5410 430840	200	101000			
250365	02639 BTI MONTANA	7,151.68							
1	CL50682 10/31/25 fuel-animal control	157.44*	35493	1000 440600	230	101000			
2	CL50682 10/31/25 fuel-garbage truck new	375.52	35493	5410 430830	230	101000			
3	CL50682 10/31/25 fuel-garbage truck old	126.91	35493	5410 430830	230	101000			
4	CL50682 10/31/25 fuel-container truck	216.56	35493	5410 430840	230	101000			
5	CL50682 10/31/25 fuel-water	1,000.00	35493	5210 430500	230	101000			
6	CL50682 10/31/25 fuel-streets	1,147.82	35493	1000 430200	230	101000			
7	CL50682 10/31/25 fuel-sewer	2,000.00	35493	5310 430600	230	101000			
8	895036 11/04/25 fuel-landfill	1,927.35	35493	5410 430840	230	101000			
9	79756 10/30/25 drill bit	7.49	35493	1000 460442	200	101000			
10	79760 10/30/25 screws	5.94	35493	1000 460442	200	101000			
11	79554 10/28/25 redi mix concrete	70.00	35493	1000 460442	200	101000			
12	80089 11/04/25 wire connector/cover	8.18	35493	1000 460442	200	101000			
13	81205 11/20/25 heater	20.74	35493	1000 430200	200	101000			
14	81205 11/20/25 heater	20.75	35493	5210 430500	200	101000			
15	81205 11/20/25 heater	20.75	35493	5310 430600	200	101000			
16	81205 11/20/25 heater	20.75	35493	5410 430830	200	101000			
17	81330 11/21/25 recip saw blade	4.99	35493	1000 430200	200	101000			
18	81330 11/21/25 recip saw blade	5.00	35493	5210 430500	200	101000			
19	81330 11/21/25 recip saw blade	5.00	35493	5310 430600	200	101000			
20	81330 11/21/25 recip saw blade	5.00	35493	5410 430830	200	101000			
21	80472 11/10/25 pipe insulation	1.38	35493	1000 430200	200	101000			
22	80472 11/10/25 pipe insulation	1.37	35493	5210 430500	200	101000			
23	80472 11/10/25 pipe insulation	1.37	35493	5310 430600	200	101000			
24	80472 11/10/25 pipe insulation	1.37	35493	5410 430830	200	101000			
250366	02713 SANITAS TECHNOLOGIES	1,250.00							
1	112025N148 11/20/25 software license-water mon	1,250.00	35492	5410 430840	300	101000			
250367	00139 MARIAS VETERINARY CLINIC	524.00							
2	103930 08/30/25 bite quarantine/exam (Thor)	247.00*		1000 440600	300	101000			
3	105137 11/19/25 bite quarantine/exam (Xena)	277.00*		1000 440600	300	101000			
250368	02623 SHELBY PAINT & HARDWARE	524.52							
1	21183 11/06/25 screen/wall plate	24.98*	35497	1000 440600	200	101000			
2	20554 10/30/25 bottle brush	11.99	35497	5210 430500	200	101000			
3	20951 11/03/25 blank plate/wire/connectors	2.74	35497	1000 430200	200	101000			
4	20951 11/03/25 blank plate/wire/connectors	2.74	35497	5210 430500	200	101000			
5	20951 11/03/25 blank plate/wire/connectors	2.74	35497	5310 430600	200	101000			

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Claim Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
6	20951	11/03/25 blank plate/wire/connectors	2.74		35497	5410 430830	200	101000
7	20460	10/29/25 string line	3.74		35497	1000 430200	200	101000
8	20460	10/29/25 string line	3.75		35497	5210 430500	200	101000
9	20460	10/29/25 string line	3.75		35497	5310 430600	200	101000
10	20460	10/29/25 string line	3.75		35497	5410 430830	200	101000
11	19788	10/22/25 cat litter	3.74		35497	1000 430200	200	101000
12	19788	10/22/25 cat litter	3.75		35497	5210 430500	200	101000
13	19788	10/22/25 cat litter	3.75		35497	5310 430600	200	101000
14	19788	10/22/25 cat litter	3.75		35497	5410 430830	200	101000
15	22237	11/17/25 wire terminal	4.29		35497	1000 460442	200	101000
16	21001	11/04/25 ballast	32.99		35497	1000 460442	200	101000
17	19598	10/20/25 flush lever x2	19.18		35497	1000 460442	200	101000
18	22170	11/17/25 Glacier-bubble wrap/packing ta	41.15		35497	1000 430200	200	101000
19	22170	11/17/25 20v grease gun	349.00*		35497	5410 430840	200	101000
250369	31697S	02584 VISA	871.69					
1	10/29/25	utility service door hangers	29.60		34696	5210 430570	200	101000
2	10/29/25	utility service door hangers	29.59		34696	5310 430670	200	101000
3	10/29/25	utility service door hangers	29.59		34696	5410 430870	200	101000
4	10/30/25	kleen rite-water station timer	102.80			5210 430500	200	101000
	11/05/25	UPS-water samples	22.52*			5210 430500	300	101000
5	11/06/25	mobile charge	47.33			1000 440600	344	101000
7	11/06/25	mobile charge	77.23*		1000	430200	344	101000
8	11/06/25	mobile charge	77.23		5210	430500	344	101000
9	11/06/25	mobile charge	77.23		5310	430600	344	101000
10	11/06/25	mobile charge	77.23*		5410	430840	344	101000
11	11/09/25	cc dish network	153.12		1000	460442	300	101000
12	11/11/25	amazon-cc foam caps	30.76		1000	460442	200	101000
13	11/15/25	amazon-cc pulley cable/ball st	112.46		1000	460442	200	101000
14	11/18/25	annual fee	5.00		1000	410550	300	101000
250370		02674 JONES Z ELECTRIC	19,656.45					
1	1 10/26/25	wastewater backup generators	19,656.45			5310 430601	950 2300	101000
250371		00001 DEPARTMENT OF REVENUE	198.55					
1	1 10/26/25	App #1 Jones Z Electric	198.55			5310 430601	950 2300	101000
# of Claims 71			Total: 1118,124.97					
Total Electronic Claims			1,658.00	Total Non-Electronic Claims		1116466.97		

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Fund/Account	Amount
1000 GENERAL	
101000 Cash-Operating	67,818.91
2310 TAX INCREMENT FINANCING DISTRICT (TIFD)	
102210 Cash-Revenue Bond Sinking & Interest	74,717.19
2400 STREET LIGHTING DISTRICT NO. 35	
101000 Cash-Operating	4,493.42
5210 WATER UTILITY	
101000 Cash-Operating	21,967.01
102210 Cash-Revenue Bond Sinking & Interest	14,862.50
5310 SEWER UTILITY	
101000 Cash-Operating	32,031.83
102210 Cash-Revenue Bond Sinking & Interest	123,011.25
5410 SOLID WASTE UTILITY	
101000 Cash-Operating	660,968.95
5720 STORM DRAINAGE	
102210 Cash-Revenue Bond Sinking & Interest	91,225.00
7030 HOUSING FUND	
101000 Cash-Operating	12,529.37
7060 SHELBY ENERGY SHARE	
101000 Cash-Operating	499.54
7199 TOURISM BUSINESS IMPROVEMENT DIST (TBID)	
101000 Cash-Operating	14,000.00
Total:	1,118,124.97



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into by and between City of Shelby, of 112 1st Street South, Shelby, MT 59474, herein referred to as "Client" and Great West Engineering, Inc. of 2501 Belt View Drive, Helena, Montana 59601, 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 ("Services"). Consultant shall perform the Services for the Client by specific Task Orders, which shall be in substantially the same form as attached Exhibit "A" and which must be signed by both parties before becoming Consultant's responsibility.
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. Upon mutual written agreement by both parties, the Agreement may be extended for up to three (3) one (1) year terms.
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. The Consultant may alter the distribution of compensation between individual Task Order phases to be consistent with service actually rendered. 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. Amy Deitchler, Project Manager, Great West Engineering, Inc., is the Consultant's liaison 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 this 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 (Client), 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 15th day of September 2025.

GREAT WEST ENGINEERING, INC.

By: William Lloyd
William B. Lloyd, PE

Title: President

CITY OF SHELBY

By: _____

Title: Mayor



EXHIBIT "A"
SPECIFIC TASK ORDERS

_____ 2025

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 September 15, 2025, 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.
2501 Belt View Drive
Helena, MT 59601

Acknowledgment. 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

TRIPLE TREE ENGINEERING



November 20, 2025

Jade Goroski, Finance Officer
City of Shelby
112 1st Street South
Shelby, MT 59474

RE: Agreement Between Owner and Engineer for Professional Services (5-Year Term)

Dear Jade:

Thanks again to you, the Mayor, and Council for selecting Triple Tree Engineering to continue working with the City of Shelby. We enjoy working with the City and are excited to help with your upcoming projects. Per your request, attached is the proposed "Agreement Between Owner and Engineer for Professional Services" for a term of five years. The agreement has been prepared in standard Engineer's Joint Contract Document (EJCDC) format. This agreement is not a commitment by the City to issue task orders. If the City decides to issue a task order, we will prepare a proposed task order including scope of work, schedule, and fee with reference to the attached general agreement.

Please note that in our proposal, Triple Tree Engineering stated that there will be no markup on sub-consultants (if any). As outlined in Exhibit C, section 2.03.E, services provided by consultants to the Engineer will be multiplied by a factor of 1.0, meaning no markup. The effective date of the agreement has been set at December 1, 2025 to coincide with your next council meeting, but can be easily changed if a different date is preferred.

Please review the attached agreement and call me anytime at (406)461-0692 if you have questions or would like us to make changes. Thank you again for the opportunity to work with you!

Sincerely,

Triple Tree Engineering, Inc.

Brad Koon, P.E.

Encl: Agreement Between Owner and Engineer for Professional Services (5-Year Term)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated project and the controlling laws and regulations.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

TASK ORDER EDITION

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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American Council of Engineering Companies

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www.acec.org

American Society of Civil Engineers

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of December 1, 2025 ("Effective Date of the Agreement") between
City of Shelby ("Owner") and
Triple Tree Engineering, Inc. ("Engineer").

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 Task Order Procedure

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer's services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, "Engineer's Services for Task Order," prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, "Engineer's Services for Task Order," as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.
- C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer's services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer's services, the Work, the performance of any Constructor, or in Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for five years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. 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.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. 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. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement

shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. 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.

5.02 *Not Used*

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* 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, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, 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.

- E. *Compliance with Laws and Regulations, and Policies and Procedures*
1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date of the Task Order to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;
 - c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.
- H. 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 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.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.

- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's 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, or (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.
- N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against Engineer that may be in any way connected to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all 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 Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific 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 its 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.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
- B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.
- C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.
- E. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or

resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

- 1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.
- 2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.
- 3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:

- 1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
- 2. By Engineer:
 - a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended 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 6.10.A.5.
 - c. Engineer shall have no liability to Owner on account of such termination.

d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 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 thereof; 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 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.

C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.

D. *Termination for Convenience by Owner:* Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.

E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.

F. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.07 Controlling Law

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Specific Project is located.

6.08 *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 6.08.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 or restricted 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 in this Agreement:
 - 1. 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.
 - 2. 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.
 - 3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):
 - 1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
 - 2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.
6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment 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 Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, Limitations of Liability.**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment 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, and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer 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, any Task Order, or a Specific Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.
- F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

- G. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
 6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 8. *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.
9. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
 11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
 12. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
 13. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
 14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.
 15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
 16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
 17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
 18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
 19. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

20. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. *Engineer*—The individual or entity named as such in this Agreement.
22. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
25. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Resident Project Representative*—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.
27. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
28. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
29. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.
30. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
31. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.

32. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
36. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
37. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.
38. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
39. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

- A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

8.02 *Exhibits Included:*

- A. Exhibit A, Engineer's Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order.
- B. Exhibit B, Owner's Responsibilities. This Exhibit applies to all Task Orders.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, "Payments to Engineer," of the specific Task Order.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.
- E. Exhibit E, NOT USED
- F. Exhibit F, NOT USED
- G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders.
- H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.
- I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.
- J. Exhibit J, NOT USED
- K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

8.03 *Total Agreement*

- A. This Agreement (together with the Exhibits included above) 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 written instrument duly executed by both parties.
- B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.06 *Affirmative Action:*

1. Owner and 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.

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

OWNER:

ENGINEER:

By: _____
Print Name: Gary McDermott
Title: Mayor
Date Signed: _____

By: _____
Print Name: Brad Koon
Title: President
Date Signed: _____

Engineer License or Firm's Certificate No. 14124

State of: Montana

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

City of Shelby

Triple Tree Engineering, Inc

112 1st St. South

1145 Cap Road

Shelby, MT 59474

Helena, MT 59602

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

Jade Goroski

Brad Koon

Title: Finance Officer

Title: President

Phone Number: (406) 434-5222

Phone Number: (406) 461-0692

Address: 112 1st Street South, Shelby, MT 59474

Address: 1145 Cap Road, Helena, MT 59602

E-Mail Address: jade@shelbymt.com

E-Mail Address: bkoon@tripletreemt.com

**SUGGESTED FORM OF
TASK ORDER**

This is Task Order No. _____, consisting of _____ pages.
--

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated December 1, 2025 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project (title):
- e. Specific Project (description):

2. Services of Engineer

A. The specific services to be provided or furnished by Engineer under this Task Order are:

- ☐ set forth in Part 1—Basic Services of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

[or]

- ☐ as follows:

[or]

- ☐ the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:
 - Study and Report Services (Exhibit A, Paragraph A1.01)
 - Preliminary Design Phase (Exhibit A, Paragraph A1.02)
 - Final Design Phase (Exhibit A, Paragraph A1.03)
 - Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
 - Construction Phase Services (Exhibit A, Paragraph A1.05)

Task Order Form

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and American Society of Civil Engineers. All rights reserved.

- including Resident Project Representative (RPR) services (A1.05.A.2)
- **[or]** [not including Resident Project Representative (RPR) services (A1.05.A.2)]
 - Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
 - Commissioning Services (Exhibit A, Paragraph A1.07)

B. Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

C. Not Used

D. Other Services

Engineer shall also provide the following services:

- E.** All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

- ☐ set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

[or]

- ☐ as follows:

[or]

- ☐ those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

Task Order Form

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and American Society of Civil Engineers. All rights reserved.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	\$[]	[]
a. Study and Report Phase (A1.01)	\$[]	[]
b. Preliminary and Final Design Phase (A1.02, A1.03)	\$[]	[]
c. Bidding or Negotiating Phase (A1.04)	\$[]	[]
d. Construction Phase (A1.05)*	\$[]	[]
e. Resident Project Representative Services* (A1.05.A.2).	\$[]	[]
f. Post-Construction Phase (A1.06)	\$[]	[]
g. Commissioning Phase (A1.07)	\$[]	[]
h. Other Services (see A1.08, and 2.D above)	\$[]	[]
TOTAL COMPENSATION (lines 1.a-h)	\$[]	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	[]

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

8. Other Modifications to Agreement and Exhibits:

9. Attachments:

10. Other Documents Incorporated by Reference:

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is [REDACTED].

OWNER: City of Shelby

ENGINEER: Triple Tree Engineering, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Engineer License or Firm's
Certificate No. (if required): _____
State of: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

E-Mail
Address: _____

E-Mail
Address: _____

Phone: _____

Phone: _____

Task Order Form

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Engineer's Services for Task Order

PART 1—BASIC SERVICES

A1.01 *Study and Report Phase Services*

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions:
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.
 8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
 9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
 10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."
 11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
 12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
 13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
 14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.
 15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

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A1.02 Preliminary Design Phase

A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions 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. Also obtain and review copies of Owner's 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 or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.

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10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of 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. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts

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of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.04 *Bidding or Negotiating Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
4. Consult with Owner as to the qualifications of prospective contractors.
5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or

other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 Construction Phase

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of 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, then together with Owner and Contractor jointly develop such

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protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer 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 any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither

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guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all 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. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
16. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not

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extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
19. *Inspections and Tests*:
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such

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payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

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25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

A1.07 *Commissioning Phase*

- A. As Basic Services, Engineer shall:
1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
 2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
 3. Prepare operation and maintenance manuals.

4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2—ADDITIONAL SERVICES

A2.01 Additional Services Requiring an Amendment to Task Order

- A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. 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. 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 Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific 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 Specific 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 significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific 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 of the Task Order or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Specific 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.

Exhibit A – Engineer's Services

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7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. based on the engineering and technical aspects of the Project, 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 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.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

Exhibit A – Engineer's Services

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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.

Exhibit A – Engineer's Services

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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 December 1, 2025.

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.

Exhibit B— Owner's Responsibilities

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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 December 1, 2025.

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 December 1, 2025.

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	\$40/Hr
Robotic Total Station	\$40/Hr
ATV/Snowmobile	\$200/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 December 1, 2025.

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>110</u> /hour
Engineer II	\$ <u>130</u> /hour
Engineer III	\$ <u>145</u> /hour
Engineer IV	\$ <u>155</u> /hour
Engineer V	\$ <u>165</u> /hour
Surveyor I	\$110/hour
Surveyor II	\$120/hour
Surveyor III	\$130/hour
Surveyor IV	\$140/hour
Surveyor V	\$150/hour
Administrative Professional	\$70/hour
Funding Specialist	\$90/hour
Engineering Technician	\$95/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 December 1, 2025.

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 December 1, 2025.

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 December 1, 2025.

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 December 1, 2025.

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>\$4,000,000</u> |
| | 2) General Aggregate: | <u>\$4,000,000</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>\$3,000,000</u> |
| | 2) Annual Aggregate: | <u>\$5,000,000</u> |
| g. | Other (specify): | <u>N/A</u> |

Exhibit G - Insurance

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2. Not Used

B. Additional Insureds:

1. Not Used

2. Not Used

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

Exhibit G - Insurance

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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 December 1, 2025.

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 December 1, 2025.

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.

Exhibit I – Limitations of Liability

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

[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 _____

Date _____

Signed: _____

Signed: _____

Exhibit K – Amendment to Task Order

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Page 2

RESOLUTION NO. 2138

A RESOLUTION SETTING PROCEDURES FOR DISPOSAL OF PERSONAL PROPERTY RECOVERED FROM GLACIER MOTEL

WHEREAS, the City Council of Shelby, Montana, authorized the demolition of the Glacier Motel for the purpose of abatement of Community Decay Ordinance violations in Resolution No. 2136.

WHEREAS, City of Shelby employees have conducted an inventory search of the premises for the purpose of safeguarding personal property of the owner or former residents located within the structures to be demolished.

WHEREAS, Montana Code Annotated § 7-8-105 provides criteria for how personal property impounded by local governments shall be disposed of when there are no provisions in the Montana Code governing the type of personal property which was impounded.

WHEREAS, Montana Code Annotated § 7-8-105 allows the governing body of local governments to set procedures for disposal of impounded personal property within the scope of the § 7-8-105 by resolution or ordinance, so long as such procedures comply with the criteria set forth in the § 7-8-105.

WHEREAS, the City of Shelby does not have any ordinances addressing this issue.

NOW THEREFORE, BE IT RESOLVED that

1. The property listed in the Inventory List attached to this Resolution shall be stored at the City impound lot or inside the City Shop, depending on the item, for a period of three months, finishing on February 18, 2026;
2. Lawrence James, owner of the Glacier Motel, shall receive notice of the impounded items by email;
3. Mr. James may appear at the City Shop in person during business hours on any weekday before February 18, 2026, and have the impounded property listed in the Inventory List returned to him;
4. After February 18, 2026, any unclaimed items listed in the Inventory List shall be destroyed or sold at public auction;
5. Notice shall be provided to Mr. James at least ten days prior to any planned destruction or public auction of unclaimed items; and
6. Notice shall be published in the Shelby Promoter at least ten days prior to any planned destruction or public auction of unclaimed items.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHELBY,
MONTANA, AND APPROVED BY THE MAYOR ON THIS 1st DAY OF DECEMBER, 2025.

GARY MCDERMOTT, MAYOR

ATTEST:

JADE GOROSKI, FINANCE OFFICER

Glacier Hotel Inventory

Room: Inventory removed:

102	Bike
101	Wearables / Chainsaw 2 washers / 1 Paper
103	TV
104	TV
105	TV
106	TV - Competition Over Nothing
107	TV - Competition Over
108	Nothing
109	4 TV's
110	Nothing
112	Nothing
Far East No Room	Nothing
115	TV
116	TV
117	TV
118	TV
Far North Room	Nothing
Office	Nothing

Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT

CHAPTER 8. ACQUISITION, TRANSFER, AND MANAGEMENT OF PROPERTY AND BUILDINGS

Part 1. General Provisions Related to Local Government

Authorization To Dispose Of Certain Property In Possession Of Local Law Enforcement

7-8-105. Authorization to dispose of certain property in possession of local law enforcement. (1) The legislative body of a local government may, by ordinance or resolution, provide for the care, restitution, sale, donation, return, or destruction of unclaimed tangible personal property that may come into the possession of a peace officer or a law enforcement entity of the local government for which state law does not otherwise provide a procedure for disposition.

(2) At a minimum, the ordinance or resolution must provide:

(a) that unclaimed property valued at \$20 or more must be held by the local government for a period of at least 3 months;

(b) a process by which the local government shall attempt to notify the legal owner of unclaimed property held in its possession;

(c) a process by which the local government may allow a finder of unclaimed personal property to take possession of that property if it remains unclaimed;

(d) that unclaimed property will be destroyed as allowed or required by local, state, or federal law, returned to the finder, donated, or otherwise sold at public auction to the highest bidder;

(e) that, at least 10 days prior to the time fixed for the destruction, return, donation, or sale at public auction of unclaimed property, notice of the planned disposal must be given by publication one time in a newspaper of general circulation; and

(f) that, upon proof of legal ownership, the local government shall restore the unclaimed property to its legal owner.

(3) After property has been destroyed, returned, donated, or sold at public auction, the property or the value of the property is not redeemable by the owner or another person entitled to possession.

History: En. Sec. 1, Ch. 295, L. 2017.

MEMORDANDUM

TO: City Council of Shelby, MT

FROM: Logan Fehler, City Attorney

DATE: December 1, 2025

RE: Resolution 2138

Resolution 2138 provides a set of procedures for impounding the various items of personal property recovered from the Glacier Motel by City staff in anticipation of its demolition. MCA § 7-8-105 is the relevant statute in this situation because the Montana Code does not provide impound procedures for non-vehicle personal property. Likewise, the City of Shelby does not have any ordinances in effect regarding impound procedures for non-vehicle personal property. MCA § 7-8-105 allows for municipalities to address this issue by either ordinance or resolution. My advice to Council is to address this particular situation with the Glacier Motel by resolution because this is an ongoing project and time is of the essence. It may make sense in the future for Council to pass an ordinance implementing generally applicable procedures for impoundment of non-vehicle personal property that mirrors the procedures provided for in Resolution 2138.

Sincerely,

A handwritten signature in black ink, appearing to be 'Logan Fehler', with a stylized, cursive script.

Logan Fehler

City Attorney for Shelby, Montana