



**MASTER AGREEMENT TO FURNISH PROFESSIONAL SERVICES TO
CITY OF MILES CITY, MONTANA**

For the consideration hereinafter set forth, INTERSTATE ENGINEERING, INC. (hereinafter referred to as the ENGINEER) agrees to provide design engineering, planning, surveying, construction engineering and other related professional services as described herein to the CITY OF MILES CITY, MONTANA (hereinafter referred to as the OWNER).

OWNER understands and agrees that ENGINEER is being retained under this Agreement to provide professional services.

The professional services to be provided by the ENGINEER will be detailed in a duly executed Task Order for each Specific Project, subject to further revisions as agreed upon by and between OWNER AND ENGINEER:

ARTICLE 1. SCOPE OF SERVICES

The ENGINEER agrees to provide required engineering, planning, surveying, and related services for the OWNER's projects. The services to be provided, and the compensation for such services, shall be as mutually agreed to in separate Task Orders to this Agreement, executed by both parties. General formatting of a Task Order is shown in Exhibit A. Unless otherwise indicated in a Task Order, execution of a Task Order by the OWNER shall constitute notice to and authorization for the ENGINEER to proceed with the services enumerated in the Task Order. This Main Agreement sets forth the general terms and conditions that apply to all duly executed Task Orders.

ARTICLE 2. TERM

A. PERIOD OF SERVICE

This Agreement will be effective and applicable to Task Orders issued hereunder for five (5) years from the Effective Date of the Agreement.

The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new five (5) year term.

ARTICLE 3. BASIS OF COMPENSATION

A. COMPENSATION

As a consideration for providing the services described in Article 1, the OWNER shall pay the ENGINEER in accordance with fees specified in each Task Order.

B. BUDGET

The budget for the Scope of Services as established in each Task Order shall be based on the ENGINEER's estimate of cost at the time each service is authorized.

C. CHANGE OF SCOPE

The Scope of Services and its related budget for each Task Order shall be limited to the scope and budget so contained therein. Changes in the indicated Scope of Services shall be subject to renegotiation and shall be implemented by a formal amendment to the appropriate Task Order. General formatting of an Amendment is shown in Exhibit B.



D. BASIS OF COSTS

The budgets listed in the Task Orders are based on the ENGINEER's estimates for completing the work in the time frames indicated in each Task Order. Should the services scheduled be delayed because of circumstances beyond the control of the ENGINEER, the basis of payment will be renegotiated to provide for additional costs of service.

The ENGINEER may provide an updated schedule of rates once per year on or about the month of February.

E. ADDITIONAL SERVICES

Additional services not specified in Article 1, but subsequently requested by the OWNER, shall be included in the appropriate Task Order or a separate Task Order shall be written for the additional services.

F. ALTERNATIVE DESIGNS

If the OWNER directs that competitive bids be taken for construction of alternative designs where this involves the preparation of designs, drawings, and specifications for alternative facilities not previously agreed to, the compensation to the ENGINEER shall be on the basis of an additional payment to be mutually negotiated at the time the OWNER directs that alternative designs, drawings, and specifications be prepared.

G. LITIGATION ASSISTANCE

The scope and extent of engineering services to be provided under this Agreement does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the OWNER which are unrelated to the ENGINEER. Further, the ENGINEER shall not be obligated to defend the OWNER in any legal proceedings or pay for any costs associated with the OWNER's defense, including but not limited to attorney fees, court costs, or settlements in litigation unrelated to the ENGINEER.

ARTICLE 4. PAYMENT FOR SERVICES

Payment to the ENGINEER, as prescribed in Article 3, shall be made as follows:

A. PAYMENT FOR SERVICES

For all services described in Article 1 and subsequent Task Orders, payment is due within 30 days after receipt of billing of the amount due, as prescribed in Article 3, for each service rendered during the month.

B. INTEREST

If payment of the amount due or any portion thereof is not made as prescribed above, interest on the unpaid balance thereof will accrue at the maximum interest rate of 1.5% (or the maximum rate of interest permitted by law, if less) and payable at the time said overdue payments are made. Interest shall not be applied to portions of an invoice that are contested by the OWNER wherein the ENGINEER is advised of the contested portion within 30 days of receipt of the invoice by the OWNER.

C. SUSPENSION OF WORK CLAUSE

If payments are not timely made, ENGINEER may after giving 7 days' written notice to OWNER, suspend services under this Agreement until OWNER has paid in full amounts due. OWNER waives any and all claims against ENGINEER for any such suspension.



ARTICLE 5. OBLIGATIONS OF THE ENGINEER

A. AUTHORIZATION TO PROCEED

The ENGINEER will not begin work on any of the services listed in Article 1 until the OWNER directs ENGINEER to proceed. Authorization to proceed on work elements not defined in this Agreement as to scope, cost, and time for completion shall be in the form of a Task Order as previously described.

B. SUBSURFACE INVESTIGATIONS

In soils, foundations, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals, and at locations other than where observations, explorations, and investigations have been made. In estimating subsurface conditions, the data, interpretation, and recommendations of the ENGINEER are based solely on the information provided. It is recognized, however, that because of the inherent risks and uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost.

The ENGINEER will coordinate the subsurface soil investigations and reporting with the geotechnical engineer in accordance with generally accepted engineering practices and makes no other warranties, expressed or implied.

C. PERIODIC SITE VISITS

Visits to the construction site and observations made by the ENGINEER as part of services during construction shall not relieve the Construction Contractor(s) of an obligation to conduct comprehensive inspections of the work sufficient to ensure conformance with the intent of the Contract Documents and shall not relieve the Construction Contractor(s) of total responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the Construction Contract(s) in conformance with the intent of those Contract(s) and for all safety precautions incidental thereto. Such visits by the ENGINEER are not to be construed as part of the observation duties of the on-site representative personnel defined herein, nor is the ENGINEER in any way responsible for inspecting, noting, commenting on, or reporting safety deficiencies. The ENGINEER shall not be responsible for the acts or omissions of any Contractor(s)' or subcontractor(s)' agents or employees or any persons at the site except ENGINEER's own employees and agents.

D. ON-SITE REPRESENTATIVE

The ENGINEER's on-site representative personnel will make reasonable efforts to assist in guarding the OWNER against defects and deficiencies in the work of the Contractor(s) and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day presence and observations will not, however, cause the ENGINEER to be responsible for those duties and responsibilities that belong to the OWNER and/or Construction Contractor(s) or other parties; which include, but are not limited to, full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work and for all safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents. Such on-site observations shall not, in any way, make the ENGINEER responsible for inspecting, noting, observing, or reporting on safety deficiencies of the Contractor nor for the acts or omissions of said Contractor(s)' or subcontractor(s)' agents or employees or any other persons at the site except ENGINEER's own employees and agents. The ENGINEER's duty is limited to general observations and reporting to the OWNER only those material departures from the schedule or deficiencies of which the ENGINEER has actual knowledge, in fact.



E. ON-SITE RESPONSIBILITIES

The ENGINEER shall act as the OWNER's agent for all matters incidental to coordination of the project during construction; but the ENGINEER has not been retained or compensated to direct or supervise the Contractor's personnel; operate or have direct use of equipment; be responsible for construction means, methods, techniques, and procedures; be responsible for safety precautions on the project, or in any way infringe on the duties of the Contractor(s). The Contractor alone is responsible for the adequate performance in conformance with the intent of the Construction Contract involving all aspects of the project and for the acts or omissions of the Contractor's agents or employees.

F. OPINIONS OF COST

Construction and procurement opinions of cost to be prepared under this Agreement are to be based upon presently available data, adjusted where necessary to reflect anticipated future changes. In preparation of these cost estimates, the ENGINEER will apply his experience and judgment; but since he has no control over future changes or competitive bidding procedures and market conditions and other factors affecting cost, no warranty, expressed or implied, is given as to the accuracy of said opinions of cost.

When the ENGINEER is required to prepare quantity and material take-offs and/or opinions of cost for the project or portions of the project from plans and specifications that are less than 100% complete, the OWNER shall hold the ENGINEER harmless from any and all loss, liability, or claims resulting from said actions of the ENGINEER.

G. CONSTRUCTION PROGRESS PAYMENTS

Recommendations by the ENGINEER to the OWNER for periodic construction progress payments to the Contractor are based on the ENGINEER's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated and that the quality of work represented by the recommendation is generally in accordance with the intent of the Contract Documents. Such recommendations, however, shall not be deemed to represent that continuous, exhaustive, or detailed examinations or reviews of the work have been made by the ENGINEER to ascertain that the Contractor has completed the work in exact accordance with the Contract Documents nor that the final work will be acceptable in all respects. Recommendation of such payment does not infer that the ENGINEER has made an examination to ascertain how or for what purpose any construction Contractor has used the moneys paid on account of the Contract Price or that title to any of the work, materials, or equipment has passed to OWNER free and clear of 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.

H. STANDARD OF CARE

The ENGINEER shall perform the professional services under this Agreement in accordance with the standard of care and diligence normally practiced by engineers performing services of a similar nature, and for similar projects, in the same/similar geographic area at the time such services are performed. The ENGINEER makes no other warranty, expressed or implied.

I. RECORD DRAWINGS

Record drawings will be prepared, in part, on the basis of information compiled and furnished by others and are not intended to represent in detail the exact location or type of various components nor the exact manner in which the project was finally constructed. The ENGINEER will not be responsible for any errors or omissions that have been incorporated into the record drawings.



ARTICLE 6. OBLIGATIONS OF THE OWNER

A. AUTHORIZATION TO PROCEED

The OWNER shall authorize the ENGINEER to proceed prior to the ENGINEER starting work on any of the services listed in Article 1 by executing a Task Order for each phase of the work.

B. OWNER-FURNISHED DATA

The OWNER shall provide to the ENGINEER all technical data in the OWNER's possession, including previous reports, maps, surveys, borings, and all other information required by the ENGINEER and relating to the ENGINEER's work on the project. Such information shall include, but not be limited to, the OWNER's requirements for the project, any design criteria or constraints, and copies of design and construction details or standards that OWNER requires to be included. ENGINEER may rely upon the accuracy, timeliness, and completeness of the information provided by the OWNER in performing ENGINEER's services to the OWNER.

C. ACCESS TO FACILITIES AND PROPERTY

The OWNER shall make its system facilities and properties available and accessible for inspection by the ENGINEER and provide labor and safety equipment as required by the ENGINEER and as authorized by OWNER.

D. ADVERTISEMENTS, PERMITS, AND ACCESS

The OWNER shall be responsible for and pay all costs of publishing advertisements for bids and for obtaining permits and licenses that may be required by local, state, or federal authorities and shall secure the necessary land, easements, and rights-of-way, and shall provide access as necessary for the ENGINEER to perform his services on public or private property as required, unless as otherwise specified herein.

E. TIMELY REVIEW

The OWNER shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the ENGINEER, obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as to not delay the services of ENGINEER.

F. PROMPT NOTICE

The OWNER shall give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any defect in the work of the ENGINEER or Contractors.

ARTICLE 7. GENERAL LEGAL PROVISIONS

A. FORCE MAJEURE

Neither the OWNER nor the ENGINEER shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

B. LIMITATION OF LIABILITY AND INDEMNITY

Engineer's Liability Limited to Amount of Engineer's Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's



officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement 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, Subconsultants, or Engineer's Subcontractors, will not exceed the total compensation received by Engineer under this Agreement.

To the fullest extent permitted by law, ENGINEER agrees to indemnify and hold harmless the OWNER from and against liabilities, damages and costs (including reasonable attorney's fees), but only to the extent caused by the negligent acts, errors or omissions of ENGINEER in the performance of services under this Agreement, as adjudicated through arbitration or in a court of competent jurisdiction.

C. TERMINATION

This Agreement may be terminated by either party upon 30 days' written notice.

In the event of termination, the ENGINEER shall be paid in full for all work previously authorized and performed up to the termination date, if termination is not caused by failure of the ENGINEER to perform.

If no termination is implemented, relationships and obligations created by this Agreement shall terminate upon completion of all applicable requirements of this Agreement.

D. SUSPENSION, DELAY, OR INTERRUPTION OF WORK

The OWNER may suspend, delay, or interrupt the work of the ENGINEER on the project for the convenience of the OWNER or for reasons beyond the control of the OWNER or ENGINEER.

In the event of such suspension, delay, or interruption, an adjustment in compensation due the ENGINEER shall be made for all increases in cost of the ENGINEER's performance under this Agreement, including personnel relocation and/or replacement costs, and all other identifiable labor and expense costs.

E. DISPUTE RESOLUTION

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 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 Main Agreement or any Task Order hereunder, or to any breach of this Main Agreement or any Task Order ("Disputes") to mediation. OWNER and ENGINEER agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis and must be completed within 120 days.

If both parties fail to resolve a dispute through mediation, then the parties may exercise their rights at law.

F. ASSIGNMENT

This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this Agreement shall be effective until the Assignee assumes in writing the obligations of the assigning party and delivers such written assumption to the other original party to this Agreement.



Use of subconsultants by the ENGINEER for technical or professional services shall not be considered an assignment of a portion of this Agreement.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

G. VENUE

In the event of litigation concerning this Agreement, venue shall be in the Judicial District in and for the City of Miles City, MT, and this Agreement shall be governed by the laws of the State of Montana both as to interpretation and performance.

ARTICLE 8. GENERAL PROVISIONS

A. ACCESS TO DOCUMENTS

Documents including but not necessarily limited to drawings, specifications, computations and correspondence are instruments of service and shall remain the property of the ENGINEER.

The ENGINEER shall provide access to said documents relating to this AGREEMENT to the OWNER or authorized representative of the above during normal working hours.

B. RECORDS

The ENGINEER shall maintain project and financial records for this AGREEMENT for at least three years after final payment and closure of the TASK ORDER for which said records were generated.

C. REPRODUCIBLE COPIES

Reproducible copies of planning and design drawings and specifications shall be made available to the OWNER in Portable Document Format (PDF) upon request.

D. INSURANCE

At all times when any Task Order is under performance, ENGINEER and OWNER shall procure and maintain insurance as set forth in Exhibit C "Insurance".

ENGINEER shall cause OWNER to be listed as an additional insured on any applicable general liability insurance policy carried by ENGINEER which is applicable to a Specific Project.

OWNER shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect OWNER's and ENGINEER's interests in the Project. OWNER shall require Contractor to cause ENGINEER, its consultants, and subcontractors to be listed as additional insureds with respect to such liability insurance and other insurance purchased and maintained by Contractors for the Project. OWNER shall give ENGINEER access to any certificates of insurance and copies of endorsements and policies obtained by OWNER from Contractor.

OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit C. Such certificates must be furnished prior to commencement of ENGINEER's services under any Task Order and at renewals thereafter during the life of the Agreement.



ARTICLE 9. ATTACHMENTS, SCHEDULES, AND SIGNATURES

A. EXHIBIT

Exhibit A, Task Order (Suggested Form)
Exhibit B, Amendment to Task Order
Exhibit C, Insurance

Appendix 1, Reimbursable Expenses Schedule
Appendix 2, Standard Hourly Rates Schedule

B. AGREEMENT DESCRIPTION

This Agreement and associated Task Orders, Exhibits, and Amendments constitute the entire Agreement between the OWNER and the ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written addendum.



This Main Agreement's Effective Date is _____

OWNER:

(name of organization)

By: _____

(individual's signature)

By signing, I certify that I am authorized to bind the entity to a contract. I also understand that a corporate resolution may be requested as

Date: _____

(date signed)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Attest: _____

(individual's signature)

Title: _____

(typed or printed)

Address for giving notices: _____

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address: _____

Phone: _____

Email: _____

ENGINEER:

Interstate Engineering, Inc.

(name of organization)

By: _____

Brent Moore

(individual's signature)

Date: _____

09/04/2026

(date signed)

Name: _____

Brent Moore, AICP

(typed or printed)

Title: _____

Regional Vice President

(typed or printed)

Attest: _____

Alexis Smith

(individual's signature)

Title: _____

Administrative Assistant

(typed or printed)

Address for giving notices: _____

Interstate Engineering, Inc.

PO Box 20953

Billings, MT 59104

Designated Representative:

Name: _____

Eric Ler, PE

(typed or printed)

Title: _____

Client Manager

(typed or printed)

Address: _____

Same as above.

Phone: _____

(406) 256-1920

Email: _____

Eric.Ler@interstateeng.com



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