

**Standard Form of Agreement between Owner
and Engineer on the Basis of
A Stipulated Price**

This agreement is dated as of the 15th day of November, 2016 by and between Yellowstone County, Montana (hereinafter called Owner), and Design 3 Engineering, 1211 24th Street West, Suite 7, Billings, MT 59102 (hereinafter called Engineer).

Owner and Engineer, in consideration of the material covenants hereinafter set forth, agree as follows:

1. Scope of Work

Engineer shall complete all engineering services as specified or indicated in their proposal dated September 8th, 2016 for the inspections, reports, and pictorial record of approximately 85 small span bridges in Yellowstone County

2. Contract Times

The work is to be completed no later than April 31, 2017.

3. Contract Price

Owner shall pay the Engineer and any sub-contractors a total of \$16,400.00 payable when the work is completed, submitted and accepted by the County.

5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Engineer, consist of the following:

5.1 This Agreement.

5.2 Engineer's proposal dated September 8th, 2016

6. Miscellaneous

6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.

- 6.2 Engineer hereby agrees to defend, indemnify and hold harmless the Owner against claims for injuries to person or damages to property occurred from or in connection with the Contractor's performance under the Agreement. The indemnification and defense obligations under this paragraph of the Agreement shall not be limited by any assertion or finding that the Owner is liable for any damages by reason of a non-delegable duty.
- 6.3 The Engineer agrees to perform the labor and terms of this contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. Nothing in this contract shall be in any way construed to constitute the Engineer, or any of his (or her, or its) agents or employees as the agent, employee or representative of Yellowstone County for any purpose, or to be recipients of any benefits, pensions, insurance plans, payroll taxes, worker's compensation or State or Federal withholding taxes.
- 6.4 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.
- 6.5 Engineer agrees to perform their services in a professional manner and keep the following minimum amounts of Professional Liability Insurance in effect for the duration of this contract: \$2,000,000 Per Claim and \$2,000,000 Aggregate.
- 6.6 Owner and Engineer each binds itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.
- 6.7 The parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana.
- 6.8 In the event of litigation, the prevailing party shall be entitled to

reimbursement of Court costs and reasonable Attorney fees by the non-prevailing party.

IN WITNESS WHEREOF, OWNER and ENGINEER have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and ENGINEER.

This Agreement will be effective November 15th, 2016.

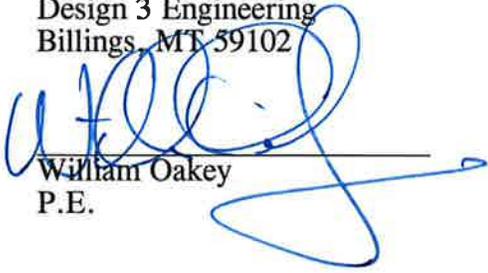
OWNER:

Yellowstone County
Billings, MT 59101

John Ostlund
Chairman

ENGINEER:

Design 3 Engineering
Billings, MT 59102



William Oakey
P.E.

Attest:

Jeff Martin
Clerk and Recorder