

# EXHIBIT A - SCOPE AND FEE DESCRIPTION

## Headwaters Trails – 2025 Maintenance-ADD SCOPE

August 7, 2025

SOLUTIONS ENGINEERED, LLC



### SCOPE OF SERVICES

We understand that the City of Three Forks is wishing to expand the current bleachers at the rodeo grounds. The scope of the project is to expand the seating by approximately 1,500 seats. This is planned to be accomplished by adding approximately 750 seats on either side of the grandstand. The current grandstands incorporate 30 rows of seating.

#### 1) SCHEMATIC LAYOUT AND COST ESTIMATING

We will prepare a schematic layout of the proposed bleacher expansion. This layout will be based off existing survey and 2020 bleacher as-built information. The schematic site plan will be sent to the rodeo board for review. Upon approval from the rodeo board of the schematic layout, we will provide a preliminary cost estimate for total project costs. Solutions Engineered, LLC will engage with Dant Clayton (the supplier and installer of the 2020 grandstands) as well as other required contractors in order to provide as detailed a cost estimate as possible. We will provide the cost estimate to the rodeo board for review. It is assumed that we will attend 2-3 meetings with the Rodeo Board and City Council to review and approve the schematic site plan and cost estimates.

It is understood that the current proposed scope of work is for schematic design and pricing only. Due to the unknown extent of work required to perform this scope we are proposing billing on an hourly basis. Upon approval of the schematic design and pricing we can provide a detailed scope and fee to perform the complete design and construction administration services.

### FEE

Schedule of Estimated Fees		
Task #	Description	Fee
1	TF Rodeo Bleacher Schematic Design and Cost Estimating	\$4,500
	<b>TOTAL</b>	<b>\$4,500</b>

We shall use commercially reasonable efforts to complete the services within a reasonable time period.

## AGREEMENT FOR ENGINEERING SERVICES

**CLIENT :** CITY OF THREE FORKS  
**Contact Person:** Attn: Gene Townsend  
**Address:** PO Box 187  
**City, ST, Zip** Three Forks, MT 59752

**DATE:** 8/7/2025

**ENGINEER:** SOLUTIONS ENGINEERED, LLC  
37 Prospector Trl  
Bozeman, MT 59718

**PROJECT TITLE:** Three Forks Rodeo Bleacher Expansion – Schematic Design and Cost Estimating

### SCOPE OF SERVICES:

**ENGINEER** shall provide or cause to be provided the services described on Exhibit A – Scope and Fee Description attached hereto (referred to herein as The Scope of Service(s)). If the scope/service is not specifically included herein, the scope/service is expressly excluded. Depending on information obtained in the course of performing services, field conditions encountered, and subsurface conditions discovered, **ENGINEER** may propose to modify the scope/service. **ENGINEER** shall notify the **CLIENT** in advance of any modifications which will increase the project fee or extend the required completion schedule. Modifications which impact the schedule or fee shall be approved by the **CLIENT** before proceeding. **CLIENT** may also direct changes within the general Scope of Service(s). Upon notification of such direction, **ENGINEER** shall prepare an estimate of the additional cost and time required, if any, to perform the change. Upon mutual written agreement, **ENGINEER** shall perform the change and an appropriate adjustment shall be made to the amount of fee and/or time schedule.

### RESPONSIBILITIES:

**ENGINEER** shall take reasonable precautions to limit damage to the site and return the site to its original condition pursuant to the restoration requirements set forth in Exhibit A.

**CLIENT** shall provide **ENGINEER** with all project specific requirements which must be considered as part of the final project including but not limited to site constraints and performance requirements. **CLIENT** shall grant or obtain access to the site and adjacent public or private property, as required, for all equipment and personnel necessary for the **ENGINEER** to perform its services under this agreement. **CLIENT** is also responsible to notify all third parties, including but not limited to other consultants and site tenants, of their authorization for the **ENGINEER** to complete its services.

### AMOUNT OF FEE:

Estimated Fees are Valid for 90 days from the Date provided in the Proposal Letter or the date which this Agreement was delivered to the **CLIENT**; authorization of this Agreement at a date later than 90 days may require an increase in fees and/or additional time required to complete the services at the sole discretion of the **ENGINEER**.

☒ **TIME AND MATERIALS.** Fees for **ENGINEER'S** services shall be based on **ENGINEER'S** time and reimbursable expenses. Rates for professional services and are based on **ENGINEER'S** current rate schedule of \$150 per hour. From time to time **ENGINEER** may revise its rates; revised rates will become effective 30 days after **CLIENT** receives written notice of the revised rate schedule. Reimbursable Expenses include mileage, meals and lodging, reproduction, special equipment rental, services of consultants or subcontractors, costs of any equipment or materials provided by **ENGINEER**, and other expenses incurred directly by **ENGINEER** in performing the Scope of Service(s).

An estimate of the fees to complete the Scope of Service(s) is **\$N/A**. Final Costs may vary and invoicing shall be for the actual cost to complete the Scope of Service(s). **CLIENT** will be notified by the **ENGINEER** prior to performing any services that would substantially increase the estimated fee.

☐ **LUMP SUM.** The lump sum fee to complete the Scope of Service(s) will be **\$N/A**.

### PAYMENT TO ENGINEER:

A retainer in the amount of **\$NA** is required before beginning services. **ENGINEER** shall credit the amount of the retainer toward the final billing when the services are substantially complete.

**Payment for services:** Payment is due upon receipt of the invoice and is past due 30 days from the invoice date. The **CLIENT** agrees to pay a late fee of 1.5 %, compounded monthly, from the invoice date, on the past due amount. If the invoice is not paid within thirty (30) days, **ENGINEER** may, without waiving any claim or right against **CLIENT**, and without liability whatsoever to **CLIENT**, terminate the performance of the service and begin formal collection procedures. In the event this account is placed for collection with a collection company, a fee of Fifty percent (50%) of the balance due shall be added as a collection fee. Retainers shall be credited on the final invoice. Any inquiries or questions regarding the substance of the invoice shall be made in writing within ten (10) days of receipt of the invoice. Failure to notify **ENGINEER** within this time period indicates acceptance of billing for services performed.

## **GENERAL TERMS AND CONDITIONS**

1. **ENGINEER** shall perform its services in a manner consistent with generally accepted professional standards required of it and other design professionals providing similar services under similar conditions in the same locale. **ENGINEER** is authorized to proceed as of the date of this Agreement unless otherwise noted.

2. Any opinion of the construction cost prepared by the **ENGINEER** represents its judgment as a design professional and is supplied for the general guidance of the **CLIENT**. Since the **ENGINEER** has no control over the cost of labor and material, schedules, competitive bidding, or market conditions, the **ENGINEER** does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the **CLIENT**. Similarly, **ENGINEER** does not guarantee any proposed schedules for commencement or completion of services.

3. **Project Site:** **ENGINEER** shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with construction of the Project, nor shall **ENGINEER** be responsible for any contractor's failure to construct the Project in accordance with the requirements of the construction agreement. **ENGINEER** shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

4. **ENGINEER** shall not be required to sign any document, no matter by whom requested, that would result in the **ENGINEER** having to certify, guarantee, or warrant the existence of conditions whose existence the **ENGINEER** cannot ascertain. **CLIENT** agrees not to make resolution of any dispute with the **ENGINEER** or payment of any amount due to the **ENGINEER** in any way contingent upon the **ENGINEER** signing any such document.

5. **ENGINEER** shall store all rock and soil samples for at least 30 days after submission of the final report covering those samples. **ENGINEER** may dispose of all stored samples after 30 days unless **CLIENT** requests, in writing, that such samples be retained for a longer period or transferred to a location designated by the **CLIENT**. Extended storage by the **ENGINEER** or the transfer of samples to a **CLIENT** designated location shall be at the **CLIENT**'s expense.

6. **CLIENT** shall disclose, in writing, to the **ENGINEER** the existence of all known or suspected Constituents of Concern (including but not limited to Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, etc) at or near the site. If undisclosed Constituents of Concern are encountered by the **ENGINEER** the **CLIENT** shall be notified and the **ENGINEER** may notify appropriate governmental offices

is it is reasonably concluded that doing so is required by applicable laws or regulations.

7. It is acknowledged by both parties that the **ENGINEER**'s scope of service(s) does not include services related to Constituents of Concern. If undisclosed Constituents of Concern are encountered, or if investigative, remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, the **ENGINEER** may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected until the **CLIENT** (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituent of Concern or (2) warrants the site is in full compliance with applicable laws and regulations.

8. **ENGINEER** shall not be responsible for the acts or omissions of **CLIENT** or its employees, agents, or consultants, nor of any contractor, subcontractor, nor of any contractor's or subcontractor's employees, agents or consultants, nor shall **ENGINEER** be responsible for the acts or omissions of any other persons performing services relating to the Project or at the Project site other than **ENGINEER**'s own employees and agents who are carrying out **ENGINEER**'s instructions.

9. **CLIENT** shall timely provide to **ENGINEER** all criteria and full information as to **CLIENT**'s requirements for the Project; designate a person to act with authority on **CLIENT**'s behalf in respect of all aspects of the Project; examine and respond promptly to **ENGINEER**'s submissions; and give prompt written notice to **ENGINEER** whenever **CLIENT** observes or otherwise becomes aware of any defect in the service. The **ENGINEER** and its employees, agents, and consultants have the right to rely on the accuracy of **CLIENT**-furnished information.

10. **CLIENT** shall, at its cost:

- 1) Procure such legal, accounting, and other counseling services as may be required for successful completion of the Project.
- 2) Furnish approvals and permits from all governmental authorities having jurisdiction over the Project, except to the extent that obtaining such approvals and permits has been specifically assigned to **ENGINEER** pursuant to the paragraph entitled "Scope of Service(s)."
- 3) Pay all review and filing fees required by governmental agencies.
- 4) Pay all costs incidental to obtaining bids or proposals from contractor(s).
- 5) Guarantee full and free access for the **ENGINEER** to enter upon all property required for the performance of the **ENGINEER**'s services under this Agreement.

11. This Agreement may be terminated:

- 1) By mutual written consent of both parties;
- 2) By either party upon seven days written notice in the event of a material breach by the other party in performing its obligations under this Agreement, and upon the failure of the breaching party to cure within the seven-day notice period its material breach.

In the event of any termination, **CLIENT** shall pay **ENGINEER** for all services rendered and all reimbursable expenses incurred to the date of termination. If the termination is a result of a material breach by **CLIENT**, **CLIENT** shall pay **ENGINEER** reasonable termination expenses.

12. Neither party may assign this Agreement without the written consent of the other party, which shall not unreasonably be withheld. 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.

13. This Agreement is binding upon **CLIENT** and **ENGINEER** and each of their successors, assigns, and legal representatives. The Authorized Representative assumes personal responsibility along with the **CLIENT** for performance under the terms of this contract. The undersigned agrees to be personally responsible for the total balance due.

14. **Ownership of Documents:** All reports, calculations, figures, data and other documents prepared by the **ENGINEER** as part of these services shall remain the property of the **ENGINEER**. The **CLIENT** is entitled to copies of all documents prepared by the **ENGINEER** upon payment in full, and reasonable usage of those documents for this project only. The documents are not intended for reuse on other projects; any reuse by the **CLIENT** or others for purposes other than those identified in or directly associated with Exhibit A – Scope and Fee Description, or without **ENGINEER'S** consent will be at the **CLIENT'S** sole risk; the **CLIENT** will defend, indemnify, and hold **ENGINEER** harmless from any claims brought against **ENGINEER** arising out of reuse; and **ENGINEER** may retain one record copy of all information.

15. Montana law governs this Agreement. **CLIENT** and **ENGINEER** agree to negotiate in good faith for a period of 15 days from the date of receipt of written notice of all disputes between them. If such negotiations fail, **CLIENT** and **ENGINEER** shall select a mutually agreeable mediator and shall conduct a mediation within an additional 30 days. If mediation fails to resolve the dispute, either party may pursue any legal or equitable remedies in a court of competent jurisdiction located in the appropriate Montana County where the **ENGINEER'S** office completing the service resides. In the event of litigation, the prevailing party shall be entitled to an award of reasonable attorney's fees, subject to the Risk Allocation and Limitation of Liability provisions in this Agreement.

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

17. This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the parties.

18. **ENGINEER** shall be responsible only for those Construction Phase services expressly required of **ENGINEER** in Exhibit A - Scope and Fee Description. With the exception of such expressly required services, **ENGINEER** shall have no design, construction document, or other obligations during or following construction, and **CLIENT** assumes all responsibility for the application and interpretation of the contract documents, review and response to contractor requests for clarifications and substitutions, claim submittals, equipment and material product data and all associated technical and contractual interpretations, contract administration, processing change orders, revisions to the contract documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary construction phase engineering and professional services. **CLIENT** waives all claims against the **ENGINEER** that may be connected in any way to construction phase engineering or professional services except for those services that are expressly required of **ENGINEER** in Exhibit A - Scope and Fee Description.

19. **Merit of Claim:** Prior to any direct or third party claims against **ENGINEER**, the claimant shall first provide written certifications, executed by at least two independent engineers, licensed and routinely providing engineering services in the project jurisdiction, who, after reviewing **ENGINEER Agreement and** scope of service(s), shall specify each and every act or violation of the standard of care expected by an **ENGINEER**, under similar circumstances. Such certifications shall be provided at least thirty (30) days prior to the presentation of any claim or counterclaim.

20. **Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the **CLIENT** or **ENGINEER**. **ENGINEER'S** services hereunder are being performed solely for the benefit of the **CLIENT**, and no other entity shall have any claim against **ENGINEER** because of this Agreement or **ENGINEER'S** performance of services hereunder.

21. **Risk Allocation:** The **CLIENT** agrees that, to the fullest extent permitted by law, the **ENGINEER'S** total liability to the **CLIENT** for any and all injuries, claims, losses, expenses, or damages of any kind, arising out of this Agreement or relating to the **ENGINEER'S** services, which are specifically subject to any claim (not the aggregated value of all services) including but not limited to claims of **ENGINEER** negligence, errors, omissions, liability, breach of contract, or any other cause(s), shall not exceed the total fee paid to Engineer, or \$50,000, whichever is greater.

22. **Limitation of Liability:** Notwithstanding anything contrary in this Agreement, **CLIENT** agrees that no employee, principal, officer, or representative of **ENGINEER** will have any personal liability under this Agreement. **ENGINEER** makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the **ENGINEERING** scope of service(s). Interpretations and recommendations by the **ENGINEER** will be based on information available to or developed by the **ENGINEER**. **CLIENT** recognizes that subsurface conditions may vary from those observed at specific locations where borings/test pits, surveys, sampling, testing, or other site explorations are made, and that site conditions may change with time.

**23. CLIENT Negligence/Liability:** For claims, damages, losses, or expenses caused in whole or in part by the negligent act or omission and/or strict liability of the **CLIENT** or employees of the **CLIENT**, including other design professionals or subcontractors, the **CLIENT** shall indemnify and hold harmless **ENGINEER** and all of its personnel (Including reasonable attorneys' fees) arising from claims by third parties to the extend caused by the negligence or willful misconduct of **CLIENT**, its employees or anyone for whom **CLIENT** may be legally responsible. For purposes of the foregoing indemnification provision only, **CLIENT** waives any immunity it may have under any applicable worker's compensation laws.

**24. Time to bar legal action:** The **CLIENT** and **ENGINEER** agree that claims from either party for breach of this agreement or for failure to perform in accordance with the Standard of Care shall not be initiated more than three (3) years from the date on which **ENGINEER** completes its services on the project.

**25. Standard of Care:** The standard of care for all professional services performed or furnished by **ENGINEER** under this agreement will be the skill and care used by members of **ENGINEER'S** 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 **ENGINEERING** services.

**26. Delay:** **ENGINEER** shall not be liable for any costs or delays resulting in whole or in part from causes beyond the control and without fault or negligence of **ENGINEER** or it's subconsultants, including, without limitation, stoppages and strikes, acts of God and natural disaster, failure of a public agency to act in a timely manner, and/or acts of **CLIENT** and its consultants, contractors and agents, including, without limitation, their failure to furnish information in a timely fashion and/or their faulty or untimely performance.

**27. Corporate Responsibility:** **ENGINEER'S** Services shall not be subject to individual employees, officers or directors, including any **ENGINEER** who affixed his or her seal to the drawings, specifications or other documents prepared by or under the supervision of licensee for the Project, to any personal legal exposure for the risks associated with this Project. **CLIENT** agrees that as **CLIENT'S** sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Solutions Engineered, LLC. a Montana state limited liability company, and not against any of Solutions Engineered, LLC's employees, officers or directors.

The parties consent to the foregoing terms, including any attachments.

**CLIENT:** CITY OF THREE FORKS

BY:

(signature)

TITLE:

DATE:

**ENGINEER:** SOLUTIONS ENGINEERED, LLC

BY:

(signature)

TITLE: Owner / Project Manager

DATE: 8/7/2025