

AGREEMENT TO FURNISH ENGINEERING SERVICES
to
BROADWATER COUNTY
for
SILOS RECREATION AREA

For the consideration hereinafter set forth, ROBERT PECCIA & ASSOCIATES, INC. (hereinafter referred to as the Engineer) agrees to provide engineering and related services as described herein to BROADWATER COUNTY (hereinafter referred to as the Owner) for a project generally described as follows (hereinafter the Project):

This project is intended to assist Broadwater County in redevelopment efforts for the Silos Recreation Area located on the west shoreline of Canyon Ferry Reservoir. Limited capital improvements have occurred at the site, and existing facilities are undersized and in aging condition. Project goals include improving visitor recreational opportunities, enhancing safety, and supporting long-term financial sustainability and management.

ARTICLE 1. SCOPE OF SERVICES

The Engineer agrees to provide engineering and related services for the Owner's Project. 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. 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.

ARTICLE 2. BASIS OF COMPENSATION

A. COMPENSATION

As a consideration for providing the services covered under this Agreement, the Owner shall pay the Engineer a lump sum fee or the Engineer's current salary cost, overhead, and direct costs, plus a fixed fee, whichever is appropriate, as described in each Task Order.

B. BUDGET

The budget for the Scope of Services as established in each Task Order shall be negotiated by the parties 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.

D. BASIS OF COSTS

The budgets listed in the Task Orders are based on salaries and expenses estimated 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 parties will renegotiate the Engineer's compensation to provide for additional costs of service.

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

Engineer will not be obligated to provide expert witness or other litigation support related to its services, unless expressly agreed in writing. In the event Engineer is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a proceeding to which it is not a party, Owner shall reimburse Engineer for its costs and compensate Engineer at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

ARTICLE 3. PAYMENT FOR SERVICES

Payment to the Engineer, as prescribed in Article 2, shall be made as follows:

A. PAYMENT FOR SERVICES

Payment is due within 30 days after receipt of billing of the amount due for each service rendered.

B. DISPUTED INVOICES

In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

C. INTEREST

If payment of the amounts due or any portion thereof is not made as prescribed above, interest on the unpaid balance will accrue at the rate of one percent (1%) per month and become due and payable at the time said overdue payments are made, unless delay in payment is due to improper, contested, or inadequate billing procedures followed by the Engineer. In the event of disputed or contested billing, only that portion so contested shall be withheld, and the undisputed portion shall be paid in accordance with the payment provision outlined herein. If the Engineer has to

retain an attorney to assist in recovering amounts due under this Agreement, Engineer also shall be entitled to recover reasonable attorney's fees and costs.

ARTICLE 4. 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 provides direction to proceed. Authorization to proceed on work elements under 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, foundation, 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 obtained. 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 investigations and perform engineering evaluations in accordance with generally accepted engineering practices and makes no other warranties, expressed or implied regarding the nature or condition of subsurface soils. Owner agrees it will retain a geotechnical engineer if Owner wants more detailed geotechnical information.

C. PERIODIC SITE VISITS

Visits to the construction site and observations made by the Engineer as part of services during construction are made for the purpose of determining whether, in general, work appears to conform to the design intent. Engineer will not make detailed or exhaustive investigations of Contractor's work. Engineering visits and observations 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. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

Engineer shall be responsible only for those construction phase services expressly required of Engineer in a subsequent Task Order. With the exception of such expressly required services, Engineer shall have no design, shop drawing or submittal review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing change orders, revisions to the Contract Documents during construction, construction insurance and surety bonding interpretation and enforcement, construction observation and review, review of payment applications, and all other necessary construction phase engineering and professional services. The Engineer will not be able to sign any certifications required by state or federal agencies, or funding agencies, unless the Engineer is closely involved in those aspects during construction. Owner waives all claims against the Engineer that may be connected in any way to construction phase engineering and professional services except for those services that are expressly required of Engineer in a subsequent Task Order.

E. SELECTION OF ON-SITE REPRESENTATIVE

The Owner reserves the right to review and approve the qualifications of the Engineer's on-site representative personnel. The Owner may request to interview the Engineer's on-site representative personnel prior to giving final approval.

F. ON-SITE REPRESENTATIVE

The Engineer's on-site representative personnel will make reasonable efforts to assist in determining whether the work of the Contractor(s) fulfills the provisions of the Contract Documents. 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 and 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.

G. ON-SITE RESPONSIBILITIES

The Engineer shall act as the Owner's representative 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.

H. OPINIONS OF PROBABLE CONSTRUCTION COSTS

Engineer's opinion of probable construction cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's 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 wishes greater assurance as to probable construction cost, Owner shall employ an independent cost estimator.

I. 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.

J. 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 Engineer's profession practicing under similar conditions at the same time and in the same locality. ENGINEER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH ENGINEER'S SERVICES.

K. 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 through the negligence or faulty information of others.

L. NO AUTHORITY OVER WORKSITE ACTIVITIES OR OTHER CONTRACTORS

Engineer shall not have any duty or authority to direct, supervise, oversee or control (i) any activities at the worksite, or (ii) any contractors of Owner or their work or to provide the means,

methods or sequence of their work or to stop their work. Engineer's services and/or presence at a site shall not relieve others of their responsibility to Owner or to others. Engineer shall not be liable for the failure of Owner's contractors or others to fulfill their responsibilities, and Owner agrees to indemnify, hold harmless and defend Engineer against any claims arising out of such failures.

M. CONFIDENTIAL INFORMATION

Although Engineer generally will not disclose without Owner's consent information provided by Owner or developed by Engineer in the course of its services and designated by Owner as confidential, Engineer shall not be liable for disclosing such information if it in good faith believes such disclosure is required by law or is necessary to protect the safety, health, property or welfare of the public. Engineer shall notify Owner of any such disclosure.

N. CONTRACTOR'S PAYROLLS AND BASIC RECORDS

During construction the Contractor will be required to submit copies of their payroll and basic records to both the Engineer and Owner for archive purposes only. In addition, the Contractor will be required to submit a certification signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Montana Department of Labor and Industry, and that the classifications set forth for each laborer or mechanic conform with the work he/she performed. Because the Engineer has no formal training in contractor labor laws or in the interpretation of payroll reports, the Engineer will rely on the Contractor's certification that the employees are being classified and paid appropriately. If the Owner wishes to monitor the Contractor's payroll records they shall do so on their own, or shall employ an independent consultant trained in these matters.

O. CONTRACTOR'S INSURANCE AND BONDS

Engineer shall not provide or have any responsibility for surety bonding or insurance related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

P. SIGNING DOCUMENTS

Engineer shall not be required to sign any documents, 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 personally ascertain. Owner 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 such documents.

ARTICLE 5. OBLIGATIONS OF THE OWNER

A. AUTHORIZATION TO PROCEED

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'S REPRESENTATIVE

Designate a person to act as Owner's representative with respect to the services to be performed or furnished by Engineer under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to Engineer's services for this Project.

C. PROJECT REQUIREMENTS

Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications.

D. OWNER-FURNISHED DATA

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.

E. ACCESS TO FACILITIES AND PROPERTY

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.

F. ADVERTISEMENTS, PERMITS, AND ACCESS

Pay all costs and be responsible for 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.

G. 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.

H. 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 6. GENERAL LEGAL PROVISIONS

A. FORCE MAJEURE

Engineer shall not be responsible for any delay or failure of performance caused by fire or other casualty, labor dispute, government or military action, transportation delay, inclement weather, Act of God, act or omission of Owner or its contractors, failure of Owner or any government authority to timely review or to approve the services or to grant permits or approvals, or any other cause beyond Engineer's reasonable control, and Engineer's compensation shall be equitably adjusted to compensate it for any additional costs it incurs due to any such delay.

B. INDEMNIFICATION

Indemnification by Engineer:

The Engineer shall indemnify and hold harmless the Owner and its officers, directors and employees against and from any and all liability, loss, damage, claims, demands, costs and expenses, including court costs and reasonable counsel fees, arising out of personal injury or death of any person, or loss or damage to property, but only to the extent such personal injury, death, loss or damage is caused by the negligence, knowingly wrongful acts, errors or omissions of the Engineer, its agents and/or employees.

Indemnification by Owner:

The Owner shall indemnify and hold harmless the Engineer and its employees and agents, against and from any and all liability, loss, damage, claims, demands, costs and expenses, including court costs and reasonable counsel fees, arising out of personal injury or death of a person or loss or damage to property but only to the extent such personal injury, death, loss, destruction or damage is caused by the negligence, knowingly wrongful acts, errors or omissions of the Owner, its agents and/or employees.

C. LIMITATION OF LIABILITY

Owner and Engineer both acknowledge the potential risks and rewards associated with this project, as well as the Engineer's fee for services. The Owner agrees to limit Engineer's liability arising out of Engineer's negligent acts, errors or omissions, or breach of this contract, so that the total aggregate liability of Engineer to the Owner shall not exceed the amount of the Engineers fee for this project.

D. LEVEL OF ENGINEERING EFFORT

The Owner and Engineer recognize that established compensation schedules and cost guidelines, plus previous experience and estimates of work efforts, were used in negotiating the basis of compensation in this Agreement. The Owner and Engineer further recognize that it is cost-prohibitive to the Owner to expect or require an absence of construction Contract Change Orders because of Contract Document ambiguities, inconsistencies, and/or discrepancies on a project of this type. Said guidelines and estimates and resulting basis of compensation, therefore, reflect a generally recognized level of engineering effort and professional competence that represent a balance between additional project costs directly attributable to said Change Orders and the necessary additional engineering changes to minimize or eliminate said Change Orders.

E. TERMINATION

This Agreement may be terminated by the Owner for its convenience by giving 30-days written notice to the Engineer.

This Agreement may be terminated by either party upon 30-days written notice should the other party fail substantially to perform in accordance with this Agreement through no fault of the other or if the project is stopped by conditions beyond the control of the Owner. Failure to perform includes failure of the Owner to promptly pay the Engineer in conformance with Article 3.

In the event of termination, the Engineer shall be paid in full for all work previously authorized and performed up to the termination date, plus termination expenses if termination is not caused by failure of the Engineer to perform in accordance with this Agreement.

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

F. 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.

G. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who 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.

H. VENUE

In the event of litigation or arbitration concerning this Agreement, venue shall be in the First Judicial District in and for the County of Lewis and Clark, Montana, and this Agreement shall be governed by the laws of the State of Montana both as to interpretation and performance.

I. WAIVER OF CONSEQUENTIAL DAMAGES

Owner agrees to waive all claims against Engineer or Engineer's officers, directors, employees, agents, subcontractors and consultants for special, indirect, incidental or consequential losses or damages of any kind or nature whatsoever, including but not limited to commercial loss, loss of use, or lost, delayed or diminished profits, revenues or opportunities, even if Engineer has been advised of the possibility of such damages. This waiver shall apply to any such damages based upon any cause of action whatsoever, including but not limited to breach of warranty, guaranty or contract, product liability, negligence, breach of contract, strict liability or indemnity.

J. HAZARDOUS ENVIRONMENTAL CONDITION

Owner represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist. Owner has disclosed to the best of its knowledge to Engineer the existence of all asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location.

If a Hazardous Environmental Condition is encountered or alleged, in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the work, the Engineer shall have the obligation to notify Owner and, to the extent of applicable laws and regulations, appropriate government officials.

It is acknowledged by both parties that the Engineer's scope of services does not include any services related to a Hazardous Environmental Condition. In the event the Engineer or any other party encounters a Hazardous Environmental Condition, 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 thereby until Owner: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

K. THIRD PARTY BENEFICIARY

Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the Engineer or the Owner. The Engineer's services under this Agreement are being performed solely for the benefit of the client, and no other party or entity shall have any claim against the Engineer because of this Agreement or the performance or non-performance of any services under this Agreement. No other party or entity is intended to benefit from this Agreement.

L. EMPLOYMENT PRACTICES – EQUAL EMPLOYMENT OPPORTUNITY

To provide equal employment and advancement opportunities for all individuals, the Engineer will base employment decisions on merit, qualifications, and abilities. The Engineer is an equal opportunity employer and will not discriminate in employment opportunities or practices on the basis of sex, age, religion, creed, race, color, marital status, physical or mental disability, national origin, pregnancy, veteran or military status, sexual orientation, or any other characteristics protected by law, unless the reasonable demands of the job require a distinction to be made. This applies to all areas of employment including hiring, training, salary administration, promotion, job assignment, discipline, layoffs, and termination.

ARTICLE 7. GENERAL PROVISIONS

A. ACCESS TO DOCUMENTS

It is expressly understood that the Engineer's records relating to this Agreement will be available during normal business hours for inspection by the Owner, or authorized representative of the above.

B. REUSE OF DOCUMENTS

All documents including Drawings and Specifications provided or furnished by Engineer (or Engineer's Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and Engineer and Engineer's Consultants, as appropriate, shall retain ownership and property interest therein (including the right of reuse by and at the discretion of Engineer and Engineer's Consultants, as appropriate) whether or not the Project is completed. Owner may make and retain copies for information and reference in connection with the use and occupancy of the Project by Owner and others; however, such documents are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any such reuse without written verification or adaptation by Engineer and Engineer's Consultants, as appropriate, for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer, or to Engineer's Consultants, and Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Owner and Engineer.

C. ELECTRONIC TRANSFER OF DOCUMENTS

The Engineer will furnish to the Owner, upon request, drawings in electronic media (disk) format. Copies of documents that may be relied upon by Owner are limited to the printed copies also known as hard copies that are signed and sealed by the Engineer. Plot files in electronic media format of text, data, graphics, or of other types that are furnished by the Engineer to the Owner, are only for the convenience of the Owner and others. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees

that it will perform acceptance tests or procedures within 60-days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Engineer shall not be responsible to maintain documents stored in electronic media format after acceptance by the Owner.

When transferring documents in electronic media format, Engineer makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Engineer at the beginning of this project.

D. DISPUTE RESOLUTION

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 or the breach thereof ("disputes"), to mediation by an independent party agreed to by the Owner and Engineer. 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 of the event causing the dispute. If such mediation is unsuccessful in resolving the dispute, then (i) the parties may mutually agree to a dispute resolution of their choice, such as arbitration, or (ii) either party may seek to have the dispute resolved by a court of competent jurisdiction.

ARTICLE 8. DESCRIPTION AND SIGNATURES

A. AGREEMENT DESCRIPTION

This Agreement (consisting of pages 1 to 12, inclusive) constitutes 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 Contract Amendment.

DATED this _____ day of February 2020.

BROADWATER COUNTY

By: _____

Title: _____

ROBERT PECCIA & ASSOCIATES, INC.

By:  _____

Rick Donaldson, P. E., Vice President