

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSULTANT

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION
ACT, MCA TITLE 27, CHAPTER 5

THIS AGREEMENT is made DATE between the State of Montana, acting through MONTANA STATE UNIVERSITY, FACILITIES PLANNING, DESIGN & CONSTRUCTION, hereinafter identified as the Owner, and CONSULTANT NAME, ADDRESS, CITY, STATE ZIP,

hereinafter identified as the
Consultant, for the following Project: PROJECT NAME, PPA NO. : .

I. SERVICES AND COMPENSATION

A. Consultant's Services

1. The Consultant shall provide the services indicated in accordance with the Terms and Conditions of this Agreement, as well as the associated Proposal Request (PR).

a. Basic Services

<input type="checkbox"/> Pre-Design Investigations	0.00
<input type="checkbox"/> Schematic Design	0.00
<input type="checkbox"/> Design Development	0.00
<input type="checkbox"/> Contract Documents	0.00
<input type="checkbox"/> Administration of the Bidding Process	0.00
<input type="checkbox"/> Administration of the Construction Contract	0.00
<input type="checkbox"/> Project Closeout, Record Drawings and Electronic Files	0.00
<input type="checkbox"/> Warranty Period	0.00

Total – Basic Services \$ 0.00

b. Additional Services

<input type="checkbox"/> Programming	0.00
<input type="checkbox"/> Surveying	0.00
<input type="checkbox"/> Geotechnical Investigations	0.00
<input type="checkbox"/> Reproduction and Distribution of Bidding Documents	0.00

Total – Additional Services \$ 0.00

c. Supplemental Services

<input type="checkbox"/>	0.00
<input type="checkbox"/>	0.00
<input type="checkbox"/>	0.00

Total – Supplemental Services..... \$ 0.00

TOTAL SUM FOR ALL SERVICES \$ 0.00

2. Unless noted otherwise in the Proposal Request, the Consultant shall provide all the professional services required for a complete and integrated Project.
3. Unless noted otherwise in the Proposal Request, the Consultant shall provide all the administrative, support, and production services required to complete the Project and fulfill the obligations of this Agreement.
4. If there are services required beyond the scope of this Agreement, the Consultant may negotiate with the Owner to provide those services. However, the Owner will not compensate the Consultant for providing services beyond the scope of this Agreement until those services have been authorized by the Owner in writing.

B. Consultant's Compensation

1. The Owner shall compensate the Consultant for the services in accordance with the Terms and Conditions of this Agreement.
2. The Consultant's compensation is a Lump-Sum, Fixed-Fee amount for all services required to complete the Project and fulfill the obligations of this Agreement. Unless noted otherwise in this Agreement, the Consultant shall not receive additional compensation for Reimbursable Expenses.
3. Request for payment submitted by the Consultant shall be submitted on the form provided by the Owner. Requests for payment shall be submitted monthly. The Owner will have thirty (30) calendar days from the date of receipt of the request to process the payment.
4. If the Owner determines that any representations on a request for payment submitted by the Consultant are wholly or partially inaccurate, the Owner may withhold payment of sums otherwise due the Consultant until the inaccuracy and its cause have been corrected to the Owner's satisfaction.
5. If the Project is suspended or abandoned entirely, the Consultant will be compensated for all services provided or performed on or before the date the Consultant was instructed to cease operations on the Project.
6. The Owner may negotiate additional compensation with the Consultant for work on Change Orders if the Change Orders are initiated by the Owner. Change Orders resulting from errors, lack of foresight, lack of coordination, omissions, or negligence on the part of the Consultant shall be performed at the expense of the Consultant. Additionally, the expense to the Consultant shall include all associated costs of construction related to the Change Order which is over and above what the Owner would have paid for the Work had it been incorporated in the Contract Documents.
7. The Consultant shall not receive additional compensation for extensions of the Contract Time if the extensions are the result of poor responsiveness to shop drawings, requests for information, processing of Contractor pay requests, or Change Orders that are not initiated by the Owner. In addition, the Consultant shall not receive additional compensation for extensions of the Contract Time that do not exceed thirty (30) calendar days in total.

II. CONSULTANT'S SERVICES DEFINED

(Note: From Part II, only the articles that correspond to the services requested and indicated in Part I form an integral part of this Agreement.)

A. Pre-Design Investigations

1. Pre-Design Investigations shall commence with the execution of this Agreement.
2. Pre-Design Investigations shall include, but not be limited to, the following:
 - a. Preliminary review of the Owner's program, schedule, and construction budget requirements. The Consultant shall review this information to determine whether or not any adjustments are necessary. The Consultant shall inform the Owner if, after review, the Consultant anticipates that additional information or professional services beyond the scope of this Agreement will be required to complete the Project.
 - b. Preliminary review of the Owner's record documents for all facilities, site improvements, and other existing conditions that may be affected by the Project.
 - c. Preliminary review of the Project site, with special consideration for context, access, staging, existing pedestrian and vehicular traffic patterns, utilities, hazardous materials, as well as other factors that may influence the Project.
3. The Consultant shall document their findings and maintain this information throughout the course of the Project.

B. Schematic Design

1. Schematic Design shall commence with the completion of the Pre-Design Investigations and shall conclude with the Owner's approval of the Schematic Design (35%) submittal.
2. The Consultant shall prepare Schematic Design documents for the Project. These documents shall illustrate the conceptual design of the Project by representing the scale and relationship of its various components. Initial selections of major building systems and materials shall be indicated. At a minimum, these documents shall consist of drawings, outline specifications (including Division 1), and a preliminary estimate of construction cost.
3. If specified in the Proposal Request, the Schematic Design submittal will require perspective sketches, renderings, computer aided modeling, and/or three dimensional models.
4. The Consultant shall submit three (3) complete sets of Schematic Design documents to the Owner for review. Partial document sets will not be accepted. The Owner will return one (1) complete set of documents to the Consultant with review comments.

C. Design Development

1. Design Development shall commence with the Owner's approval of the Schematic Design submittal and shall conclude with the Owner's approval of the Design Development (65%) submittal.
2. The Consultant shall prepare Design Development documents for the Project. These documents shall fully illustrate the size and character of the various components and systems that comprise the Project, including, but not limited to, architectural components and assemblies, structural systems, mechanical systems, fire protection systems, and electrical systems. At a minimum, these documents

shall consist of drawings, specifications (including Division 1), an estimate of construction cost, as well as product data sheets for products and assemblies proposed by the Consultant.

3. The Consultant shall submit three (3) complete sets of Design Development documents to the Owner for review. Partial document sets will not be accepted. The Owner will return one (1) complete set of documents to the Consultant with review comments.
4. At this time, the Owner will provide the Consultant with the documents necessary for bidding, commonly referred to as the "Boilerplate." These documents will include the following:
 - a. Invitation To Bid
 - b. Bidders' Instructions and Information
 - c. Bid Form
 - d. Agreement
 - e. General Conditions
 - f. Supplementary Conditions
 - g. Prevailing Wage Rates
 - h. Sample Contract Forms
5. The Consultant shall review these documents and highlight the revisions necessary to coordinate with the rest of the Contract Documents.

D. Contract Documents

1. With the Owner's approval of the Design Development submittal, the Consultant shall commence work on the Contract Documents. These documents shall fully illustrate the design and set forth in detail the requirements for the construction of the Project. At a minimum, these documents shall consist of drawings, specifications (including Division 1), and an estimate of construction cost.
2. The Consultant shall submit three (3) complete sets of the Contract Documents to the Owner for one final review (95%). Partial sets will not be accepted. The Owner will return one (1) complete set of documents to the Consultant with review comments.
3. The Consultant shall return the "Boilerplate" documents to the Owner, complete with highlighted revisions necessary to coordinate with the rest of the Contract Documents. The Owner will make the necessary revisions and provide a final set of "Boilerplate" documents ready for reproduction.
4. When final revisions are complete, and unless noted otherwise in the Proposal Request, the Consultant shall submit one (1) complete set of Contract Documents to the Owner for the purposes of reproduction and bidding. These documents shall consist of drawings, specifications (including Division 1), and the final estimate of construction cost. Every sheet of the drawing set shall bear the seal and signature of the Consultant or sub-consultant responsible for its preparation. The cover of the Project Manual shall bear the seal and signature of the Consultant.
5. Unless noted otherwise in the Proposal Request, the Owner will be responsible for the reproduction and distribution of the Bidding Documents. The Owner will provide the Consultant with the number of complete sets of Bidding Documents requested by the Consultant for the administration of the Project. In addition, the Owner will provide the Consultant with two (2) complete sets of Bidding Documents for the purposes of plan review and construction permitting. The Consultant shall submit these documents to the permit authority on the Owner's behalf.

E. Administration of the Bidding Process

1. The Consultant shall provide administration of the bidding process and assist the Owner with receiving bids for the Project. These services shall commence on the date the Contract Documents are delivered to the Owner for the purposes of reproduction and bidding and shall conclude on the date that an acceptable bid is received.
2. The Consultant shall address all requests for clarification pertaining to the Bidding Documents. All clarifications, interpretations, and/or corrections made to the Bidding Documents shall be communicated to all plan holders of record through the use of an addendum.
3. The Consultant shall address all substitution requests received from Bidders. All decisions pertaining to substitution requests shall be communicated to all plan holders of record through the use of an addendum.
4. The Consultant shall not issue any addenda pertaining to the Project within seven (7) calendar days of the date established for the opening of bids, unless instructed otherwise by the Owner.
5. The Consultant shall organize and conduct a Pre-Bid Conference for the Project, unless instructed otherwise by the Owner.

F. Administration of the Construction Contract

1. The Consultant shall provide administration of the construction contract. These services shall commence on the date that an acceptable bid is received for the Project and shall conclude on the date established for Substantial Completion.
2. The Consultant shall represent and advise the Owner during the construction of the Project. The Consultant shall have authority to act on behalf of the Owner to the extent provided in the Contract Documents.
3. The Consultant shall visit the Project site on a regular basis in order to remain familiar with the progress and quality of the Work. The Consultant shall act to guard the Owner from defects and deficiencies in the Work. The Consultant shall determine whether or not the Work is proceeding in accordance with the Contract Documents. The Consultant shall have the authority to reject Work that does not conform to the Contract Documents.
4. The Consultant shall receive, review, and approve, or take other appropriate action on, submittals from the Contractor to determine their conformance with the requirements and intent of the Contract Documents. The Consultant shall process submittals promptly to avoid delaying the progress of the Work.
5. The Consultant shall receive, review, and approve, or take other appropriate action on, the Contractor's requests for payment. The Consultant shall forward all approved requests to the Owner in a timely manner.
6. The Consultant shall be the interpreter of the Contract Documents. All interpretations of the Contract Documents shall be issued in writing by the Consultant to the Owner and Contractor.
7. The Consultant shall prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work.
8. The Consultant, in cooperation with the Owner, shall arrange and conduct a Pre-Construction Conference on or about the date established for the Notice To Proceed.

9. The Consultant shall conduct weekly progress meetings with the Owner and Contractor in order to ensure the orderly progress of the Project, unless instructed otherwise by the Owner.
10. The Consultant shall conduct inspections as required to establish the date of Substantial Completion. The Consultant shall receive, review, and approve, or take other appropriate action on, submittals required from the Contractor at Substantial Completion, such as written warranties, operation and maintenance manuals, and “as-built” construction records. The Consultant shall forward all approved submittals to the Owner in a timely manner. The Consultant shall not authorize Substantial Completion without the consent of the Owner.

G. Project Closeout, Record Drawings and Electronic Files

1. The Consultant shall continue to provide administration of the construction contract through the date established for Final Completion.
2. Once the Project is considered Substantially Complete, the Consultant shall inspect the Project and generate a written report that identifies Work items that need to be completed or corrected for the Project to be considered complete. The Consultant shall forward copies of this inspection report to the Owner and Contractor. Once the Work items have been corrected or completed, the Consultant shall re-inspect the Work to verify that the Project has reached Final Completion. The Consultant shall receive, review, and approve, or take other appropriate action on, the submittals required from the Contractor at Final Completion. The Consultant shall forward all approved submittals to the Owner in a timely manner. The Consultant shall not authorize Final Completion without the consent of the Owner.
3. Within thirty (30) calendar days of the date established for Substantial Completion, the Consultant shall provide the Owner with one (1) complete set of “as-built” Record Drawings printed on mylar. The Contractor shall include a copy of all the electronic files associated with the Record Drawings on compact disk. All electronic cad files shall be compatible with Autocad.

H. Warranty Period

1. The Consultant shall continue to provide the Owner with limited administration services from the date established for Final Completion through the latter of the following dates:
 - a. In the absence of warranty deficiencies, the date the Warranty expires.
 - b. In the event of warranty deficiencies, the date the Contractor completes the correction of deficiencies to the Owner’s satisfaction.
2. Within thirty (30) calendar days prior to the date the Warranty is to expire, the Consultant shall re-inspect the Work to determine if any warranty deficiencies exist. The Consultant shall provide the Owner with a written report indicating the results of the inspection. If warranty deficiencies exist, and if so instructed by the Owner, the Consultant shall direct the Contractor to make the repairs necessary to correct the deficiencies. The Consultant shall re-inspect the Work to verify that the warranty deficiencies have been corrected.

III. PERTINENT DEFINITIONS

A. Construction Cost of the Project

1. The Construction Cost of the Project shall be defined as follows:
 - a. For work not yet constructed, the lowest bona fide bid received from a qualified bidder or the construction budget, whichever is less.

- b. For work when bids have not been received, the Consultant's latest estimate of construction cost or as mutually agreed with the Owner.
- c. Construction cost shall include all costs associated with the construction of the Project, including the bare construction costs, general conditions requirements, bonding requirements, insurance, permitting, overhead, and profit. Construction cost does not include the fees for the Consultant or any sub-consultants, the cost of the land, rights of ways, plan review fees, impact fees, or other costs which are the responsibility of the Owner.
- d. Estimates of construction cost prepared by the Consultant represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the Owner has any control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Consultant cannot and does not guarantee that bids will not vary from his estimate of construction cost.
- e. When a fixed limit of construction cost is established, the Consultant and Owner shall determine what materials, equipment, components, systems, and types of construction are to be included in the Contract Documents, and to make reasonable adjustments to the scope of the Project to bring it within the fixed limit. The Consultant, with the approval of the Owner, may also include in the Contract Documents up to four (4) Additive Alternates to ensure that a bid will be received within the fixed limit.
- f. If the final estimate of construction cost for the "base bid" scope of work, including contingencies, exceeds the fixed limit of construction cost, the Owner may:
 - 1) Give written approval of an increase to the fixed limit of construction cost; or
 - 2) Direct the Consultant to make the revisions necessary to reduce the estimate of construction cost until it is within the fixed limit. Such revisions shall be at the Consultant's expense.
- g. If the lowest responsible bid for the "base bid" scope of work exceeds the fixed limit of construction cost, the Owner may:
 - 1) Give written approval of an increase to the fixed limit of construction cost; or
 - 2) Negotiate deductive changes not to exceed 7% of the total cost of the Project with the lowest reasonable bidder; or
 - 3) Direct the Consultant to make the revisions necessary to reduce the estimate of construction cost until it is within the fixed limit and re-bid the Project. Such revisions shall be at the Consultant's expense.

B. Reimbursable Expenses

- 1. Unless noted otherwise, no instruments of service required under this Agreement may be considered Reimbursable Expenses. The costs for all instruments of service are to be included in the Total Sum.
- 2. Under this Agreement, only the following may be considered Reimbursable Expenses:
 - a. None.

IV. GENERAL TERMS AND CONDITIONS

A. Consultant's Representations and Responsibilities

- 1. By signing this Agreement, the declaration is made that the Consultant is professionally qualified, registered, and licensed to practice in the State of Montana.
- 2. The Consultant shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, estimates, and other instruments of service furnished under

this Agreement. The Consultant shall, without additional compensation, correct all errors, omissions, or other deficiencies discovered over the course of the Project.

3. Neither the Owner's review, approval, acceptance of, nor payment for services provided under this Agreement shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable to the Owner for any and all damages caused by the Consultant's negligent performance of any of the services provided under this Agreement.
4. The Consultant acknowledges that the services provided to the Owner shall include reasonable justification and explanation of the Consultant's professional decisions. It is understood that these decisions may be reasonably relied upon by other parties delivering services to the Owner, when provided in compliance with the requirements of this Project.
5. The Consultant shall provide the services and information required of him as expeditiously as possible to ensure the orderly progress of the Project.
6. The Consultant shall take minutes at all meetings pertaining to the Project and distribute typewritten copies to all parties attending the meeting.
7. The Consultant shall make every effort to accommodate the directives and requests of the Owner during the design process. Where the Consultant cannot, or will not, comply with a directive or request, the Consultant shall provide reasonable explanation and work with the Owner to develop an acceptable solution.
8. The Consultant shall make every effort to design the Project within the constraints of the Owner's budget for construction. At every review, the Consultant shall provide the Owner with an estimate of construction cost. Throughout the design process, the Consultant and Owner will work together to develop and implement strategies to ensure that an acceptable bid will be received for the Project.
9. The Consultant shall coordinate with the local building official during the design and development of the Project to ensure that the construction being proposed will comply with their requirements. The Consultant shall assist the Owner with the submittal and filing of all documents required for the purposes of plan review and construction permitting.

B. Owner's Responsibilities

1. Unless otherwise provided in this Agreement, the Owner shall provide information regarding the requirements and parameters of the Project in a timely manner.
2. The Owner shall examine documents submitted by the Consultant and shall promptly render decisions pertaining thereto.
3. The Owner shall furnish all services that are not designated as part of the Consultant's responsibility, or authorize the Consultant to furnish them as a change in service or scope.
4. The Owner shall furnish all inspections, testing, and reporting as necessary for the execution of the Project, or shall authorize the Consultant to furnish them as a change in service or scope.
5. The Owner shall furnish accounting and auditing services as may be required for the Project to ascertain how or for what purposes the Consultant has used the funds paid under the terms of this Agreement.

6. If the Owner observes or otherwise becomes aware of any error, fault, omission, or defect in the Project, or non-conformance with the documentation or Plans and Specifications, he shall give prompt notice thereof to the Consultant.
7. The Owner will prepare for the Consultant the necessary bidding information, wage rates, and the General and Supplementary Conditions of the Construction Contract, commonly called the "Boilerplate," for use in conjunction with the other Contract Documents.

C. Relationship

1. The relationship of Consultant to Owner under this agreement is that of an independent Contractor. The Consultant is not an employee of the Owner, is not carrying out the regular business of the Owner, and is not subject to the supervision and control of the Owner. Each of the parties will be solely and entirely responsible for their own acts and the acts of their employees. No benefits are provided by the Owner to the Consultant's employees. The Consultant shall provide unemployment and worker's compensation insurance for all his employees.

D. Successors and Assigns

1. The Owner and Consultant each bind themselves, their partners, successors, legal representatives, and assigns, to the other party of this Agreement, and to the partners, successors, legal representatives, and assigns of such other party in respect to all covenants of this Agreement. Neither the Owner nor the Consultant shall assign, sublet or transfer his interest in the Agreement without written consent of the other.

E. Termination of Agreement

1. The Consultant or Owner may terminate this Agreement upon giving written notice to the other that such party has failed to fulfill its obligations under this Agreement. In the event of such default, the Consultant or Owner shall notify the other and allow ten (10) calendar days upon receipt for corrective action. Should no satisfactory corrective action be taken by the defaulting party, the other party shall have the right to terminate the Agreement.
2. The Owner may terminate this Agreement without cause at any time upon giving written notice to the Consultant. If the Agreement is terminated for the convenience of the Owner, the Consultant shall be compensated for all services rendered prior to receiving the written notice.
3. If the Consultant fails to fulfill his obligations and the Agreement is terminated, the Owner may prosecute the Project to completion by contract or other means available. The Owner may hold the Consultant liable for any and all additional costs incurred due to the Consultant's failure to perform. The rights and remedies available to the Owner provided herein are in addition to any and all other rights and remedies provided by law or equity.

F. Ownership of Documents

1. All documents developed under this Agreement are and shall become the property of the Owner, whether the Project for which they were developed is or is not executed.
2. The signing of this Agreement shall constitute a complete transfer of ownership, intellectual property, and copyright of all documents from the Consultant to the Owner upon Substantial Completion of the Project. Such transfer shall not be construed by the Consultant as a grant for usage, nor can it be revoked by the Consultant.

3. The Owner agrees to indemnify and hold harmless the Consultant from any and all claims, demands, and causes of action of any kind or character arising as a result of reuse of the documents developed under this Agreement.

G. Consultant's Records

1. The State of Montana shall have access to all records, correspondence, and files of the Consultant, his employees and consultants, pertaining to the administration of the Agreement undertaken on behalf of the Owner. This access shall be continuing and survive the termination of the Agreement for either cause or convenience. Such records shall be kept in a generally recognized format and shall be available to the Owner, Legislative Auditor, the Legislative Fiscal Analyst, or his authorized representative, at a mutually convenient time for a period of three (3) years after completion and acceptance of the Project by the Owner.

H. Contingent Fees

1. The Consultant warrants that he has not employed or retained any person, partnership, or corporation, other than a bona fide employee or agent working for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, partnership, or corporation, other than a bona fide employee or agent, any fee, or any other consideration, contingent upon the execution of this Agreement.

I. Late Addenda

1. The Consultant agrees not to issue any addenda within seven (7) calendar days prior to the date established for the opening of bids for the Project covered by this Agreement without first securing permission from the office of Facilities Planning, Design and Construction, Montana State University.

J. Extent of Agreement

1. This Agreement represents the entire and integrated Agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Consultant.

K. Indemnity

1. The Consultant agrees to indemnify the State of Montana and hold it harmless from any and all losses, claims and/or liability arising out of the negligent acts, errors or omissions of the Consultant and his agents and employees, including all costs and attorney's fees.

L. Venue

1. In the event of mediation, arbitration, or litigation concerning this Agreement, the venue shall be the Eighth Judicial District in and for the County of Gallatin, Montana, and the Agreement shall be interpreted according to the Laws of Montana.

M. Insurance

1. The Consultant shall procure and maintain through termination or Final Completion of the Project, liability insurance for protection from claims, actions, damages, and liabilities due to or arising out of bodily injury, automobile accidents, personal injury, sickness, disease, death, or other incidents for

himself and all his employees and from claims, action, damages, and liability to or destruction of property arising out of services provided under this Agreement.

2. The Consultant shall procure and maintain professional liability coverage through termination or Final Completion of the Project.

N. Dispute Resolution Between Owner and Contractor

1. In the event a dispute arises between the Owner and Contractor, or any other party, whether before, during, or after construction, the Consultant shall advise and consult with the Owner in attempting to resolve the dispute, whether informally or by mediation, arbitration, or other legal proceeding.
2. The Consultant will make himself and/or his consultants, agents and, employees available and shall permit inspection of his records by the Owner. In the event that it is ultimately determined that the Consultant did not cause or contribute to the dispute, damages, or expenses alleged, the Consultant shall be reimbursed by the Owner for all costs reasonably incurred upon final resolution of the dispute.
3. In the event the Consultant caused, in whole or in part, the dispute or controversy, the Consultant shall bear his costs for participating in the resolution.

O. Dispute Resolution Between Owner and Consultant

1. Any and all controversies, disputes, claims, or other matters between the parties arising out of or related to this Agreement shall be decided and settled in accordance with the Uniform Arbitration Act, Title 27, Chapter 5 of Montana Code Annotated.
2. Good faith effort and attempt shall be made by both parties to decide and settle any and all controversies, disputes, claims or other matters prior to initiating arbitration proceedings either through negotiation or mediation. Mediation shall be conducted by a neutral third party agreed to in writing by the parties in dispute.
3. The complaining party shall, at a minimum, provide notice of any claim, dispute or potential for legal proceedings pursuant to the applicable statute(s) of limitations as provided in Montana law. However, a complaining party may demand initiation of a resolution through arbitration upon fifteen (15) calendar days written notice to the other party of the conditions that give rise to the complaint or dispute.
4. When written demand for arbitration has been made, the manner of arbitration with regard to the selection and number of arbiters shall be mutually agreed upon in writing by both parties. If the parties cannot agree, petition shall be made to the Eighth Judicial District Court of Gallatin County for selection of arbiter(s).
5. During arbitration and resolution of any dispute, complaint or claim, the Consultant shall continue with scheduled performance of the work in accordance with this Agreement. The Owner shall continue to make payment in accordance with the provisions of this Agreement except in those areas involving the complaint, dispute, or claim.
6. Gallatin County, State of Montana, shall be the venue for all arbitration proceedings. Montana law shall govern any arbitration. All arbiters shall be certified by the American Arbitration Association.
7. Each party shall be responsible for and bear its own costs of any arbitration, except those awarded by arbitration.

P. Employment

1. The Consultant shall be familiar with and be responsible for and adhere to all Federal and State requirements regarding employment practices.
2. All hiring and other employment practices of the Consultant shall be in accordance with Federal Equal Employment Opportunity laws, requirements and regulations and shall be nondiscriminatory, based on merit and qualifications without regard to race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

This Agreement entered into as of the day and year first written above:

CONSULTANT:

ENVIRONMENTAL SOLUTIONS, LLC
PO BOX 7010
BOZEMAN, MONTANA 59771-7010
406/579-1441, FAX 406/ 587-0193

(Signature)

(Print name)

(Title)

(Date)

Taxpayer's I.D. No.: _____

OWNER:

STATE OF MONTANA
MONTANA STATE UNIVERSITY
FACILITIES PLANNING,
DESIGN AND CONSTRUCTION

Walt Banziger, Director
Facilities Planning, Design and Construction

(Date)

Date

Name
Address
CityStateZip

RE:Project Name
Montana State University
Bozeman, MT 59717
PPA No. ___-_____

Enclosed for your review and signature is the Standard Form of Agreement between the State of Montana and your firm relative to the above referenced project.

After you have signed the agreement, please return it within (15) days to the undersigned with your completed W-9. An approved copy will be sent to you for your records.

Sincerely,

Walt Banziger
Director

WB:rb
Enclosures:Contract
W-9

cc: PM
File