



NOTICE OF PUBLIC MEETING

The Lewis and Clark County Commissioners Public Meeting will be held on Thursday, March 28, 2024, at 9:00 AM in Commission Chambers, Rm 330.

It is the policy of the Board of County Commissioners to render a decision at a later date after they have had ample time to consider all oral and written public testimony. The BoCC may render a final decision on the same date if substantial new information is not received. Public comment must be limited to matters under the jurisdiction of the Commission.

1. **Pledge of Allegiance**

2. **Consent Action Items**

a. Vendor Claims Report for Week Ending March 29, 2024. (Marni Bentley)

3. **Contract Between Lewis and Clark County and Trinity Builders, LLC. (Pam Attardo)**

The Commissioners will consider the contract with Trinity Builders, LLC in the amount of \$2,815.20 to complete repair of historic steel windows in the historic Unionville School. The contract period begins upon approval of the contract by the Commission through May 31, 2024.

4. **Bid Opening. Valley Drive Improvements. (Audra Zacherl)**

The Commissioners will consider opening the bids.

5. **Bid Opening. Augusta Gravel. (Audra Zacherl)**

The Commissioners will consider opening the bids.

6. **Bid Award. 2024 Chip Seal. (Audra Zacherl)**

The Commissioners will consider awarding the bid.

7. **Task Order No. 13 to the Contract Between Lewis and Clark County and Great West Engineering, Inc. (Jessica Makus)**

The Commissioners will consider Task Order 13 with Great West Engineering to perform the Eastgate II Drainage Assessment to address stormwater maintenance located within the Eastgate II RID for a total cost of \$44,500 and work to be completed by July 31, 2024.

8. **Task Order 12 to the Contract Between Lewis and Clark County and Great West Engineering, Inc. (Jessica Makus)**

The Commissioners will consider the task order with Great West Engineering to perform the Eastgate I Drainage Assessment to address stormwater maintenance located within the Eastgate I Rural Improvement District for a total cost of \$42,300 and work to be completed by July 31, 2024.

9. **Task Order No. 101 Between Lewis and Clark County and Great West Engineering. (Dan Karlin)**

The Commissioners will consider Task Order No. 101 with Great West Engineering to complete a preliminary engineering report and prepare a grant application to the Montana Coal Endowment Program. The task order amount will not exceed \$40,000 and will be completed by December 31, 2024.

10. **Construction and Maintenance Agreement Between Lewis and Clark County and the Montana Department of Transportation. (Dan Karlin)**

The Commissioners will consider the construction and maintenance agreement with the Montana Department of Transportation for design and installation of safety improvement signs on a portion of Birdseye Road.

11. **Public comment on any public matter within the jurisdiction of the Commission that is not on the agenda above.**

12. **Adjourn**

ADA NOTICE

Lewis and Clark County is committed to providing access to persons with disabilities for its meetings, in compliance with Title II of the Americans with Disabilities Act and the Montana Human Rights Act. The County will not exclude persons with disabilities from participation at its meetings or otherwise deny them County's services, programs, or activities. Persons with disabilities requiring accommodations to participate in the County's meetings, services, programs, or activities should contact Keni Grose, as soon as possible to allow sufficient time to arrange for the requested accommodation, at any of the following:

- (406)-447-8316
- kgrose@lccountymt.gov
- TTY Relay Service 1-800-253-4091 or 711
- 316 N Park, Room 303





Contract Between Lewis and Clark County and Trinity Builders, LLC. (Pam Attardo)

Presented By:

Summary:

The Commissioners will consider the contract with Trinity Builders, LLC in the amount of \$2,815.20 to complete repair of historic steel windows in the historic Unionville School. The contract period begins upon approval of the contract by the Commission through May 31, 2024.

Legal Review Required:

ATTACHMENTS:

Description	Type
▣ Trinity Bldrs 2nd contract signed by John Brogan	Contract
▣ Contract Cover Sheet Trinity Bldrs 2nd contract	Contract

LEWIS AND CLARK COUNTY INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Lewis and Clark County, Montana, herein referred to as "COUNTY", and Trinity Builders, LLC herein referred to as "CONTRACTOR", whose address is 925 Choteau Street, Helena, MT 59601, phone number is (406) 285-1250, Contractor Registration Number is 264361, Federal Employee Identification Number is 84-4544777.

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES:** COUNTY agrees to engage the CONTRACTOR and the CONTRACTOR agrees to complete and perform the following work or services:
 - 1-Restore and repair three (3), 62-1/4" x 82-1/2" historic steel windows from the Unionville School:
 - 2-Glaze all original glass panes and replace and glaze any missing panes.
 - 3-Repair or replace broken or missing sash locks with historic reproductions.
 - 4-Repair and lubricate misaligned articulating sashes (ventilators) to open and close correctly.
 - 5-Weatherstrip ventilators with spring bronze weatherstripping.

Contractor to supply all new glass, whiting, glazing, glazing points, sash lock hardware, weatherstripping and other incidentals.
2. **INDEPENDENT CONTRACTOR:** It is understood by the parties hereto that the CONTRACTOR is an independent CONTRACTOR and that neither its principals nor its employees, if any, are employees of Lewis and Clark County for purposes of tax, retirement system, or social security (FICA) withholding. It is further understood that pursuant to section 39-71-401, MCA, the CONTRACTOR has obtained, and will maintain at its expense for the duration of this Contract, coverage in a workers' compensation plan for its principals and employees for the services to be performed hereunder. COUNTY shall not have control over the performance of this agreement by CONTRACTOR or its employees, except to specify the time and place of performance. COUNTY shall not be responsible for security or protection of CONTRACTOR'S supplies or equipment.
3. **WARRANTY:** CONTRACTOR warrants that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty for a period of one (1) year from the time services are completed.
4. **LIAISON:** COUNTY'S designated liaison with the CONTRACTOR is Pam Attardo, City-County Heritage Preservation Officer or their designee. The CONTRACTOR'S designated liaison with the COUNTY is John R. Brogan.
5. **EFFECTIVE DATE AND TIME OF PERFORMANCE:** CONTRACTOR will begin work upon approval of this contract by both parties, and CONTRACTOR shall complete work by May 31, 2024.

6. COMPENSATION: For the satisfactory completion of the services to be provided under this Contract, COUNTY will pay the CONTRACTOR Two thousand eight hundred fifteen dollars and twenty cents (\$2,815.20). Additionally, CONTRACTOR must withhold at least one thousand dollars (\$1,000.00) of the total contract price pursuant to section 18-2-404 (2), MCA, until the termination of this contract, but may not withhold more than five percent (5%) of the total contract price pursuant to section 18-2-316, MCA, if the contractor is performing by the terms of this contract.
7. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the project, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that, in performing this Contract, it will employ no person who has any such interest.
8. MODIFICATION AND ASSIGNABILITY OF CONTRACT: This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The CONTRACTOR may not subcontract or assign its rights, including the right to compensation, or duties arising hereunder without the prior written consent of COUNTY. Any subcontractor or assignee will be bound by all of the terms and conditions of this contract.
9. OWNERSHIP AND PUBLICATION OF MATERIALS: All reports, information, data, and other materials prepared by the CONTRACTOR pursuant to this Contract are the property of the COUNTY which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the CONTRACTOR. No material produced in whole or in part under this contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the COUNTY.
10. INDEMNIFICATION: The CONTRACTOR waives all claims and recourse against Lewis and Clark County, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR'S performance of this contract except for liability arising out of concurrent or sole negligence of Lewis and Clark County or its officers, agents or employees. Further, the CONTRACTOR will indemnify, hold harmless, and defend Lewis and Clark County against all claims, demands, damages, costs, expenses or liability arising out of the CONTRACTOR'S negligent performance of this Contract except for liability arising out of the concurrent or sole negligence of Lewis and Clark County or its officers, agents or employees.
11. INSURANCE: CONTRACTOR shall maintain general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of one million dollars (\$1,000,000.00) for each occurrence (minimum) and two million dollars (\$2,000,000.00) aggregate. CONTRACTOR also agrees to maintain workers compensation insurance from an

insurance carrier licensed to do business in the State of Montana. Proof of general liability and workers compensation insurance shall be provided to the COUNTY prior to commencing work under this agreement. The COUNTY must be listed as an additional insured on the general liability insurance certificate for this agreement. Insurance certificates will be attached to this agreement.

12. COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with applicable federal, state, and local laws, rules and regulations. The CONTRACTOR or subcontractors doing work on this project will be required to obtain registration with the Montana Department of Labor and Industry. CONTRACTOR is responsible for obtaining any and all permits required to perform the Contract.
13. NONDISCRIMINATION: The CONTRACTOR will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or sexual orientation.
14. PREFERENCE: CONTRACTOR unequivocally agrees to give preference to the employment of bona fide Montana residents in compliance with MCA 18-2-403 (1). Pursuant to MCA 18-2-409, except for projects involving the expenditure of federal aid funds or where residency preference laws are specifically prohibited by federal law, the CONTRACTOR shall ensure that at least 50% of the workers of the contract (including workers employed by subcontractors) working on the project will be bona fide Montana residents.
15. SPECIAL FUEL TAX: *This Section only applies if the Contractor is doing work pertaining to a public road.* As stated in the Montana Codes Annotated (MCA) 15-70-403(8-9), fuels used by the CONTRACTOR and their subcontractor(s) in connection with any work performed under contracts pertaining to the construction, reconstruction, or improvement of a highway or street and its appurtenances awarded by any public agencies, including federal, state, county, municipal or other political subdivisions, must be fuel on which Montana fuel tax has been paid.
16. CONTRACTORS GROSS RECEIPTS TAX: All contractors or subcontractors working on a publicly funded project are required to pay or have withheld from earnings one percent (1%) of the gross contract price. This tax applies to public contracts of eighty thousand dollars (\$80,000.00) and above.
17. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: The parties understand and agree that performance of this contract is in Lewis and Clark County of Montana and that in the event of litigation concerning it, venue is the 1st Judicial District in and for the County of Lewis and Clark, State of Montana. This Contract will be construed under and governed by the laws of the State of Montana.
18. ATTORNEY FEES: Should either party be required to resort to litigation, arbitration or mediation to enforce the terms of this Agreement, the prevailing party, whether plaintiff or defendant, shall be entitled to costs, including reasonable attorney's fees and expert witness fees. If the court, arbitrator, or mediator awards relief to both parties, each party shall bear its own costs in their entirety.

19. TERMINATION OF CONTRACT: Either party, upon thirty (30) days written notice to the other party, may terminate this agreement.

COUNTY:

CONTRACTOR:

Date: _____

Date: March 20 2024

Andy Hunthausen, Chairman
Board of County Commissioners
Lewis and Clark County

John R. Brogan, Owner, Trinity Builders,
LLC
State of MONTANA
County of LEWIS & CLARK

ATTEST:

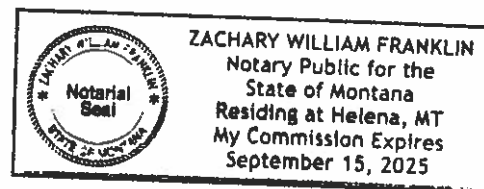
This instrument was acknowledged before
me on 3/20/2024 [date] by John R.
Brogan as Owner of Trinity Builders, LLC

Amy Reeves, Clerk and Recorder

(Seal)

Zachary William Franklin
(Signature of Notarial Officer)

(Seal)





CONTRACT COVER SHEET

This form must be completed before the contract is transmitted to the contractor/consultant.

Include this completed form in Novus when submitting the contract for approval.

This form does not apply to grant awards, sub-awards, or intergovernmental agreements.

- Project Name/Novus Title:
 - Standard Lewis and Clark County contract template used: **YES** **NO**
 - Legal has completed review of agreement: **YES** **NO**
 - Procurement method: **NOT APPLICABLE** Explain in comment box
 - For methods other than Small Purchase – Quote, attach documentation of procurement method used (e.g., limited solicitation form or legal ad for formal solicitations).
 - Purchase is exempt/exception from standard procurement procedures, per county policy: **YES** **NO**
 - **If YES, provide exemption/exception request form.**
-
- Budget Authority: **YES** **NO** **NOT APPLICABLE**
 - Is this a public works contract subject to prevailing wage requirements? “Public works contract” means a contract for construction services or for non-construction services [as defined in §18-2-401(9)(a-l), MCA] in which the total cost of the contract is in excess of \$25,000? **YES** **NO**
 - If YES, is project subject to \$50,000 performance and payment bond? **YES** **NO**
 - Is project subject to 1% Contractor's Gross Receipts Tax* (CGR)? **YES** **NO**
 - **If YES, submit CGR form to Finance Department.**
 - Is this contract funded through a grant? **YES** **NO** **IF YES, COMPLETE NEXT PAGE.**
- Additional comments:

Signatures:

Elected Official/Department Director

Date

Purchasing Officer or Designee

Date

Finance Officer or Designee

Date



CONTRACT COVER SHEET

CONTRACTS FUNDED WITH GRANTS:

If a contract is funded in part or whole by a grant, this form must be completed and routed to Ann McCauley (or designee) for review and approval prior to finalizing the contract with the vendor.

Include a copy of the grant/contract funding the contract.

- Grant funding source and grant award/contract number:
- Have all pass-through requirements from the grant funding source been incorporated into the Contract? **YES** **NO**
 - If YES, Contract section(s) with grant requirements included:
- Are there state or federal Davis-Bacon requirement for the project? **YES** **NO**
 - If YES, have these requirements been incorporated into the contract? **YES** **NO**

For Contracts Funded with Federal Grants:

All contracts funded with federal grants require that a debarment and suspension check for the contractor is completed and passed (2 CFR Part 180). This process requires contractors to provide their System for Award Management (SAM) Unique Entity Identifier (UEI). For assistance, see "Obtaining a federal UEI" guidance document on the Grants and Purchasing intranet page. Grant staff will perform the debarment/suspension check in SAM and email the department a copy of the record; retain this record in the procurement file.

Contractor's UEI:

Send completed form with a copy of the grant award/contract funding the contract to: Ann McCauley, amccauley@lccountymt.gov, 406-447-8383, City-County Building, Room 225

Signature:

Grants Administrator or Designee

Date

Administrative Use Only

Date of debarment/suspension check in SAM

Passed: YES NO

FFATA Reporting Needed? YES NO

Reporting Period:



Bid Opening. Valley Drive Improvements. (Audra Zacherl)

Presented By:

Summary:

The Commissioners will consider opening the bids.

Legal Review Required:

ATTACHMENTS:

Description	Type
 Legal Ad	Attachment

INVITATION TO BID

The Board of County Commissioners of Lewis and Clark County is soliciting competitive bids for the construction of the Lewis & Clark County – Valley Drive Improvements Project. The project generally consists of constructing a 1.5-inch asphalt overlay for a portion of Valley Drive from Canyon Ferry Road to Howard Road, in Lewis and Clark County, Montana and must be completed by the date noted in Article 4 of the Agreement.

All Bids must be in accordance with the contract documents. The contract documents may be examined or obtained on the Lewis and Clark County webpage at:

<https://www.lccountymt.gov/Government/Grants-and-Purchasing/Bids-and-Proposals-Current> or by calling (406) 447-8035 in accordance with Article 2.01 of Instructions to Bidders. Contractors are encouraged to check for any addenda issued at <https://www.lccountymt.gov/Government/Grants-and-Purchasing/Bids-and-Proposals-Current> prior to submitting a bid.

Sealed bids must be received at the Office of the Board of County Commissioners, in the City County Building, Room 345, 316 North Park Avenue, Helena, Montana, 59623 until 4:00 p. m. local time on Wednesday, March 27, 2024. The envelope containing the sealed bid will be labeled “Valley Drive Improvements, Bid Enclosed”.

Responsive bids will be publicly opened and read aloud on Thursday, March 28, 2024 at 9:00 a.m. in Room 330 in the City-County Building, 316 N. Park Avenue, Helena, MT.

There will be a Pre-Bid Conference on Wednesday, March 20, 2024 at 2:00 p.m. in the Public Works Weed District Conference Room, located at 3402 Cooney Drive, Helena, MT. Interested bidders are encouraged to attend.

Contractor and any of the Contractor’s Subcontractors bidding or doing work on this project will be required to be registered with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, PO Box 8011, 1805 Prospect, Helena MT 59604-8011. Information on registration can be obtained by calling (406) 444-7734. All laborers and mechanics employed by Contractor or Subcontractors in performance of the construction work shall be paid wages at rates as required by Montana Prevailing Wage Rates for **Highway Construction Services 2024**. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Each bid or proposal must be accompanied by a Certified Check, Cashier’s Check, or Bid Bond payable to Lewis & Clark County, in an amount not less than ten percent (10%) of the total amount of the bid. Successful Bidders shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance, as required, shall be provided by the successful Bidder(s) and a certificate(s) of that insurance shall be provided.

Bids may only be withdrawn as provided in Section 16.02 of the Instructions to Bidders after the scheduled time for the public opening of bids. The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid that is in the best interest of the Owner.

Lewis & Clark County is an Equal Opportunity Employer.

Published in the Helena Independent Record on Saturdays, March 9, and March 16, 2024.



Bid Opening. Augusta Gravel. (Audra Zacherl)

Presented By:

Summary:

The Commissioners will consider opening the bids.

Legal Review Required:

ATTACHMENTS:

Description	Type
 Legal Ad	Attachment

-INVITATION TO BID-

The Lewis and Clark County Public Works Department is soliciting competitive bids from interested parties for the purchase of 1 1/4" minus top surfacing gravel.

All Bids must be in accordance with the contract documents on file at the Lewis and Clark County Public Works Office, 3402 Cooney Drive, Helena MT 59602. Copies of the contract documents used for preparing a bid may be obtained by going to the Lewis and Clark County webpage at: <https://www.lccountymt.gov/Government/Grants-and-Purchasing/Bids-and-Proposals-Current>

A pre-bid conference will be held on Wednesday, March 20 at 3:00 p.m. local time in the Public Works Weed District Conference Room, located at 3402 Cooney Drive, Helena, Montana. Lewis and Clark County strongly urges interested bidders to attend.

Each bid or proposal must be accompanied by a Certified Check, Cashier's Check or Bid Bond payable to Lewis and Clark County, in an amount not less than ten percent of the total amount of the bid.

Bids will be considered based on the most responsible bid submitted and the following criteria: purchase price, product availability, and specifications.

Sealed bids must be received at the Office of the Board of County Commissioners, Room 345, City-County Building, 316 N. Park Avenue, Helena, MT 59623 no later than 4:00 p.m. local time on Wednesday, March 27. The envelope containing the sealed bid will be labeled with the bidder's name, address, and "Augusta Gravel Bid Enclosed".

Bids will be opened and read aloud at the public meeting of the County Commissioners on Thursday, March 28 at 9:00 a.m. local time in Room 330 of the City-County Building, 316 N. Park Avenue, Helena, MT.

Lewis and Clark County reserves the right to reject any or all bids, to waive irregularities or to accept any bid deemed to be for the public good.

Legal Ad: Independent Record

Publish: Saturday, March 9, 2024
Saturday, March 16, 2024



Bid Award. 2024 Chip Seal. (Audra Zacherl)

Presented By:

Summary:

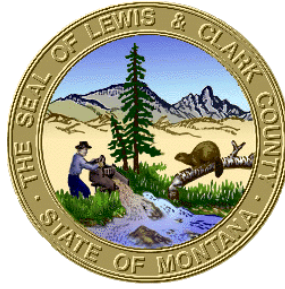
The Commissioners will consider awarding the bid.

Legal Review Required:

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Memo	Staff Report
<input type="checkbox"/>	Notice of Award	Contract
<input type="checkbox"/>	Bid Tab	Attachment
<input type="checkbox"/>	Contract Cover Sheet	Attachment

Audra Zacherl, M.A.F.M., C.P.A.
Assistant Director
(406) 447-8035 Desk
(406) 447-8033 Fax



3402 Cooney Drive
Helena, Montana 59602

azacherl@lccountymt.gov

LEWIS AND CLARK COUNTY

Public Works Department

DATE: March 28, 2024

TO: Board of County Commissioners

FROM: Audra Zacherl, Assistant Director

RE: 2024 Chip Seal Surfacing Project

On March 12th two bids were received and opened for the 2024 Chip Seal Surfacing Project. The Project generally consists of chip seal surfacing, fog seal and paint striping on 11 miles of various county roads and 21 miles within several rural improvement districts (RIDs).

Funding for this project is budgeted in the Road Infrastructure fund using Road Mill Levy revenue and budgeted in the individual RID funds. Chip seal and fog seal work will be completed between July 15 and August 31, 2024, and paint striping work will be substantially complete on or before September 17, 2024.

Recommendation: After review of all bids by the selection committee, staff recommends awarding the contract to the low bidder, Helena Sand and Gravel, Inc. of Helena, Montana for the total contract amount of One Million Eight Hundred-Nineteen Thousand Nine Hundred Ninety-Five Dollars and Sixty-Nine Cents (\$1,819,995.69) and authorize the Chair to sign all applicable contract documents.

NOTICE OF AWARD

Date of Issuance: March 28, 2024

Owner:	Lewis and Clark County	Owner's Contract No.:	N/A
Engineer:	Jesse Whitford	Engineer's Project No.:	N/A
Project:	2024 Chip Seal	Contract Name:	2024 Chip Seal
Bidder:	Helena Sand & Gravel, Inc.		
Bidder's Address: PO Box 5960/2209 Airport Rd, Helena, MT 59604			

TO BIDDER:

You are notified that Owner has accepted your Bid dated March 11, 2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for Unit Price Bid Items 1 through 17:

The Contract Price of the awarded Contract is: \$ 1,819,995.69, subject to the following unit prices:

Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Price
1	Chip Seal Surfacing, 0.40 Gal./SY (County)	111,496	SY	\$2.80	\$312,188.80
2	Chip Seal Surfacing, 0.40 Gal./SY (East Helena)	23,216	SY	\$2.70	\$62,683.20
3	Chip Seal Surfacing, 0.40 Gal./SY (RID)	228,382	SY	\$2.70	\$616,631.40
4	Chip Seal Surfacing, 0.42 Gal./SY (Beartooth RID)	71,889	SY	\$2.69	\$193,381.41
5	Chip Seal Surfacing, 0.46 Gal./SY (Juniper/Stable RID)	12,366	SY	\$2.96	\$36,603.36
6	Chip Seal Surfacing, 0.46 Gal./SY (County)	51,080	SY	\$2.70	\$137,916.00
7	Chip Seal Surfacing, 0.40 Gal./SY (Approaches)	210	SY	\$40.00	\$8,400.00
8	Chip Seal Surfacing, 0.46 Gal./SY (Approaches)	1,110	SY	\$7.98	\$8,857.80
9	Fog Seal (County)	163,796	SY	\$0.72	\$117,933.12
10	Fog Seal (RID)	215,607	SY	\$0.80	\$172,485.60
11	Yellow Epoxy Paint (County)	434	Gallon	\$130.00	\$56,420.00
12	White Epoxy Paint (County)	298	Gallon	\$130.00	\$38,740.00
13	Yellow Epoxy Paint (RID)	358	Gallon	\$130.00	\$46,540.00
14	Yellow Chevron Epoxy Paint (County)	3	Gallon	\$365.00	\$1,095.00
15	White Turn Arrows Epoxy Paint (County)	8	Gallon	\$365.00	\$2,920.00
16	Temporary Traffic Tabs, 10.582 Miles (County)	1	Lump Sum	\$4,800.00	\$4,800.00
17	Temporary Traffic Tabs, 5.45 Miles (Beartooth RID)	1	Lump Sum	\$2,400.00	\$2,400.00

[3] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents can be made available to Bidder electronically.

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner [3] counterparts of the Agreement, fully executed by Bidder.

2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): Nondiscrimination against Firearms Entities/Trade Assoc. Verification

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By: Andy Hunthausen

Title: Chair, Board of County Commissioners

Copy: File

Bid Tabs
Lewis and Clark County
2024 Chip Seal
March 12, 2024

ITEM	Quantity	Unit	Engineer's Estimate		Helena Sand & Gravel, Inc.		Bullock Contracting, LLC	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Schedule 1 Bid Items								
1 Chip Seal Surfacing, 0.40 Gal./SY (County)	111,496	SY	\$ 3.10	\$ 345,637.60	\$ 2.80	\$ 312,188.80	\$ 2.95	\$ 328,913.20
2 Chip Seal Surfacing, 0.40 Gal./SY (East Helena)	23,216	SY	\$ 3.10	\$ 71,969.60	\$ 2.70	\$ 62,683.20	\$ 2.98	\$ 69,183.68
3 Chip Seal Surfacing, 0.40 Gal./SY (RID)	228,382	SY	\$ 3.10	\$ 707,984.20	\$ 2.70	\$ 616,631.40	\$ 3.05	\$ 696,565.10
4 Chip Seal Surfacing, 0.42 Gal./SY (Beartooth RID)	71,889	SY	\$ 3.25	\$ 233,639.25	\$ 2.69	\$ 193,381.41	\$ 3.10	\$ 222,855.90
5 Chip Seal Surfacing, 0.46 Gal./SY (Juniper/Stable RID)	12,366	SY	\$ 3.25	\$ 40,189.50	\$ 2.96	\$ 36,603.36	\$ 3.05	\$ 37,716.30
6 Chip Seal Surfacing, 0.46 Gal./SY (County)	51,080	SY	\$ 3.15	\$ 160,902.00	\$ 2.70	\$ 137,916.00	\$ 3.00	\$ 153,240.00
7 Chip Seal Surfacing, 0.40 Gal./SY (Approaches)	210	SY	\$ 4.50	\$ 945.00	\$ 40.00	\$ 8,400.00	\$ 5.00	\$ 1,050.00
8 Chip Seal Surfacing, 0.46 Gal./SY (Approaches)	1,110	SY	\$ 4.60	\$ 5,106.00	\$ 7.98	\$ 8,857.80	\$ 5.00	\$ 5,550.00
9 Fog Seal (County)	163,796	SY	\$ 1.10	\$ 180,175.60	\$ 0.72	\$ 117,933.12	\$ 0.52	\$ 85,173.92
10 Fog Seal (RID)	215,607	SY	\$ 1.10	\$ 237,167.70	\$ 0.80	\$ 172,485.60	\$ 0.65	\$ 140,144.55
11 Yellow Epoxy Paint (County)	434	Gallon	\$ 130.00	\$ 56,420.00	\$ 130.00	\$ 56,420.00	\$ 122.00	\$ 52,948.00
12 White Epoxy Paint (County)	298	Gallon	\$ 130.00	\$ 38,740.00	\$ 130.00	\$ 38,740.00	\$ 122.00	\$ 36,356.00
13 Yellow Epoxy Paint (RID)	358	Gallon	\$ 130.00	\$ 46,540.00	\$ 130.00	\$ 46,540.00	\$ 122.00	\$ 43,676.00
14 Yellow Chevron Epoxy Paint (County)	3	Gallon	\$ 175.00	\$ 525.00	\$ 365.00	\$ 1,095.00	\$ 375.00	\$ 1,125.00
15 White Turn Arrows Epoxy Paint (County)	8	Gallon	\$ 175.00	\$ 1,400.00	\$ 365.00	\$ 2,920.00	\$ 375.00	\$ 3,000.00
16 Temporary Traffic Tabs, 10.582 Miles (County)	1	Lump Sum	\$ 8,301.74	\$ 8,301.74	\$ 4,800.00	\$ 4,800.00	\$ 4,761.00	\$ 4,761.00
17 Temporary Traffic Tabs, 5.45 Miles (Beartooth RID)	1	Lump Sum	\$ 4,320.00	\$ 4,320.00	\$ 2,400.00	\$ 2,400.00	\$ 2,452.50	\$ 2,452.50
TOTAL Unit Price Bid			\$ 2,139,963.19		\$ 1,819,995.69		\$ 1,884,711.15	

I hereby certify that this tabulation of bids is a true representation of the bids opened on March 12, 2024.


Daniel Karlin, PE





CONTRACT COVER SHEET

This form must be completed before the contract is transmitted to the contractor/consultant.

Include this completed form in Novus when submitting the contract for approval.

This form does not apply to grant awards, sub-awards, or intergovernmental agreements.

- Project Name/Novus Title:
 - Standard Lewis and Clark County contract template used: **YES** **NO**
 - Legal has completed review of agreement: **YES** **NO**
 - Procurement method: **NOT APPLICABLE** Explain in comment box
 - For methods other than Small Purchase – Quote, attach documentation of procurement method used (e.g., limited solicitation form or legal ad for formal solicitations).
 - Purchase is exempt/exception from standard procurement procedures, per county policy: **YES** **NO**
 - **If YES, provide exemption/exception request form.**
-
- Budget Authority: **YES** **NO** **NOT APPLICABLE**
 - Is this a public works contract subject to prevailing wage requirements? “Public works contract” means a contract for construction services or for non-construction services [as defined in §18-2-401(9)(a-l), MCA] in which the total cost of the contract is in excess of \$25,000? **YES** **NO**
 - If YES, is project subject to \$50,000 performance and payment bond? **YES** **NO**
 - Is project subject to 1% Contractor's Gross Receipts Tax* (CGR)? **YES** **NO**
 - **If YES, submit CGR form to Finance Department.**
 - Is this contract funded through a grant? **YES** **NO** **IF YES, COMPLETE NEXT PAGE.**
- Additional comments:

Signatures:

Elected Official/Department Director

Date

Purchasing Officer or Designee

Date

Finance Officer or Designee

Date



CONTRACT COVER SHEET

CONTRACTS FUNDED WITH GRANTS:

If a contract is funded in part or whole by a grant, this form must be completed and routed to Ann McCauley (or designee) for review and approval prior to finalizing the contract with the vendor.

Include a copy of the grant/contract funding the contract.

- Grant funding source and grant award/contract number:
- Have all pass-through requirements from the grant funding source been incorporated into the Contract? **YES** **NO**
 - If YES, Contract section(s) with grant requirements included:
- Are there state or federal Davis-Bacon requirement for the project? **YES** **NO**
 - If YES, have these requirements been incorporated into the contract? **YES** **NO**

For Contracts Funded with Federal Grants:

All contracts funded with federal grants require that a debarment and suspension check for the contractor is completed and passed (2 CFR Part 180). This process requires contractors to provide their System for Award Management (SAM) Unique Entity Identifier (UEI). For assistance, see "Obtaining a federal UEI" guidance document on the Grants and Purchasing intranet page. Grant staff will perform the debarment/suspension check in SAM and email the department a copy of the record; retain this record in the procurement file.

Contractor's UEI:

Send completed form with a copy of the grant award/contract funding the contract to: Ann McCauley, amccauley@lccountymt.gov, 406-447-8383, City-County Building, Room 225

Signature:

Grants Administrator or Designee

Date

Administrative Use Only

Date of debarment/suspension check in SAM

Passed: YES NO

FFATA Reporting Needed? YES NO

Reporting Period:



Task Order No. 13 to the Contract Between Lewis and Clark County and Great West Engineering, Inc.
(Jessica Makus)

Presented By:

Summary:

The Commissioners will consider Task Order 13 with Great West Engineering to perform the Eastgate II Drainage Assessment to address stormwater maintenance located within the Eastgate II RID for a total cost of \$44,500 and work to be completed by July 31, 2024.

Legal Review Required:

ATTACHMENTS:

Description	Type
▣ staff memo	Contract
▣ Task Order 13	Contract
▣ Contract Cover Sheet	Contract

Jessica Makus
Special Districts Program Coord.
Ph: 406-447-8029
Fax: 406-447-8033

3402 Cooney Drive
Helena, MT 59602
jmakus@lccountymt.gov



LEWIS AND CLARK COUNTY

Public Works Department

Date: March 28, 2024
To: Board of County Commissioners
From: Jessica Makus, Special Districts Program Coordinator
Subject: Eastgate II Drainage Project Task Order No. 13

Before you today is Task Order 13 with Great West Engineering to perform an assessment of drainage issues existing throughout the Eastgate II subdivision. This subdivision is included in the Eastgate II Rural Improvement District, created in 1979 to maintain subdivision infrastructure. At that time in the subdivision process, stormwater was often considered as an afterthought, if at all.

Since that time, additional development has occurred around this subdivision, which has added to the impervious surface contributing stormwater to the subdivision. This water ends up accumulating in intersections primarily along Boundary Street and Remington Street. Over the years this has had a significant negative impact to the road infrastructure and maintenance efforts. While many of the north-south streets are able to shed this water with the existing flow pattern direction and curb infrastructure, Boundary Street and Remington Street in particular have sustained significant damage from standing water and will eventually require significant improvements through a new RID. Until that time, we will continue to provide maintenance through the existing RID framework.

In order to continue with road maintenance and preservation within this RID, we need to address stormwater impacts to get water off the road network where possible. This Task Order will provide us with a stormwater mitigation strategy so that we can do that and continue to provide necessary road maintenance. Part of this Task Order may also include recommendations for future stormwater infrastructure; however, any recommended improvements would be completed through a new RID. While this Task order will assist us in our effort to provide annual maintenance to this RID, it will have the added benefit of providing future stormwater mitigation strategies that can be implemented prior to new road improvement investment.

The Task Order before you will use existing storm drainage information, past studies, and on-the-ground information and modeling to determine how best to maintain stormwater throughout the subdivision. It is anticipated that this project will be completed by July 31, 2024.

Additionally, staff are preparing a Renewable Resource Grant and Loan Program Planning grant to offset the cost of this Task Order. A final application will be presented to this Commission as soon as possible. It should be noted that any costs associated with the Task Order would be eligible for reimbursement; therefore, we are in a good position to move forward with execution of this Task Order. Plus this will allow Great West to get on the ground during spring runoff.

Staff recommend the Board of County Commissioners approve Task Order 13 with Great West Engineering in the amount of \$44,500 with an end date of July 31, 2024, and authorize the Chair to sign all applicable documents.

**LEWIS AND CLARK COUNTY
TASK ORDER**

Task Order No. 13

Great West Engineering, Inc. Project No. 1-18132

This Task Order and the detailed Scope of Services attached and incorporated represent the project and services requested by Lewis and Clark County from Great West Engineering, Inc.

General Project Description: Engineering Services related to the Eastgate II Subdivision Drainage Assessment project as shown in the attached and incorporated Exhibit A, which lists the scope of services.

Compensation: As compensation for the Scope of Services attached, Lewis and Clark County shall pay Great West Engineering, Inc. an amount not to exceed Forty-Four Thousand Five Hundred Dollars (\$44,500). This amount cannot be exceeded without the written approval of Lewis and Clark County.

Great West Engineering, Inc. shall commence work on this project upon execution of this Task Order, and work must be completed no later than July 31, 2024.

ENTITY:

CONSULTANT:

Date: _____

Date: _____

Andy Hunthausen, Chairman
Lewis and Clark County Board of County
Commissioners

Jeremiah Theys, Business Unit Manager
Great West Engineering, Inc.

State of Montana
County of Lewis and Clark

ATTEST: _____
Amy Reeves, Clerk and Recorder

This instrument was acknowledged before me
on _____ [date] by Jeremiah Theys as
Business Unit Manager for Great West
Engineering, Inc.

(Signature of Notarial Officer)

EXHIBIT A
TASK ORDER NO. 13
SCOPE OF SERVICES
LEWIS & CLARK COUNTY
EASTGATE II DRAINAGE ASSESSMENT

GENERAL

The project will consist of providing engineering services related to drainage improvements within the Eastgate II Subdivision in Lewis & Clark County, Montana. This investigation will look at the existing system and recommend further enhancements to improve stormwater runoff throughout Eastgate II. Recommendations will not include a comprehensive stormwater system but will focus on feasibility of expanding/improving existing infrastructure as well as routing runoff to the existing lagoon to the north of the subdivision and/or capturing flow in underground storage chambers. Specific scope items are detailed below.

TASK 1: SURVEY, DATA COLLECTION, MAPPING

- Existing available storm drainage information and past studies will be reviewed prior to commencing field work.
- Existing LiDAR data will be utilized to build a basemap of the overall area. Great West will utilize our RTK GPS system to locate existing hydraulic features and low points where ponding water is a concern. All collected data will be processed to Montana State Plane, NAD83 (2011), NAVD88 in horizontal and vertical units of international feet. The topographic survey will not define property boundaries or utilities (except stormwater).
- Existing drainage features will be inventoried to determine size and function. An existing map of all collected hydraulic features will be developed for use in the drainage analysis.
- A kickoff meeting will be scheduled with the county and landowners within the subdivision to review the drainage feature inventory and allow for comments and concerns regarding existing drainage problem areas.

TASK 2: HYDROLOGY AND HYDRAULIC EVALUATION

- Great West will utilize existing LiDAR and supplemental surveyed elevation data to determine existing flow patterns and delineate existing drainage basins. Land use areas will also be delineated and used to create composite runoff coefficients for each basin. Drainage basin information will be inputted to Autodesk Storm and Sanitary Analysis (SSA) software for analysis.
- Hydrologic calculations utilizing the NRCS TR-55 and/or Rational methods will be performed for the 2-year / 24-hour, the 5-year / 24-hour, and the 100-year / 24-hour storm events. Hydrologic information will be analyzed in SSA.

- Existing drainage patterns/features will be analyzed following DEQ Circular 8. Existing drainage features will be added to SSA to determine capacity and bypass flow, as well as uncollected flow patterns.

TASK 3: PRELIMINARY DESIGN

- Alternatives to replace the valley gutter at the intersection of Lake Helena Drive and Remington Street will be evaluated to contain flow in the roadside ditch. Possible alternatives include a small culvert (box or pipe) or a trench drain. This design will include radiused curb and gutter sections to route flow into the proposed design and improve drivability at this location.
- Up to three alternatives for drainage improvements will be developed for this project. One alternative will be to evaluate adding infiltration inlets consisting of manholes with perforated laterals at select ponding areas. The second alternative will evaluate installing larger underground storage chambers to retain large flow volumes and allow water to infiltrate into the subbase. This alternative would include installation of inlets to allow water into these chamber(s). The third alternative would consist of routing stormwater from the subdivision to the land to the north that is owned by the water and sewer district. Stormwater could be routed into the existing sewer lagoon (which could be expanded), or a new stormwater pond could be developed to detain runoff.
- Preliminary design concept plans showing the drainage enhancements will be developed for each alternative. A detailed engineer's opinion of probable cost will be developed for each alternative.
- Great West will attend a public meeting with the County and Homeowners Association to review the findings and preliminary alternatives. It is assumed that the meeting will be at the Lewis and Clark County Public Works office and then a field review will be conducted onsite.
- Once an alternative is selected, Great West will prepare and submit environmental agency correspondence letters. Responses from agencies will be used to complete a Uniform Environmental Checklist as required by DEQ's SRF program.
- A technical report will be prepared following the requirements of the DEQ – SRF program. The general report outline will include:
 - Description of the project.
 - The purpose and need for the project.
 - Existing conditions.
 - Alternatives considered/selected including schematics showing the planning area and the location of proposed alternatives.
 - Engineer's uniform environmental checklist.
 - Environmental agency responses.

- Project schedule.
- Project budget.
- Funding sources.

ASSUMPTIONS AND SERVICES EXCLUDED

- Final design and project specifications, as well as bidding and construction management/inspection services are excluded from this scope of services. These services can be amended to this task order at a later date.
- No project permitting or DEQ design report or compliance is included in this scope.
- SRF funding assistance is excluded from the scope.
- Comprehensive, subdivision-wide curb and gutter/sidewalk design are excluded from this scope. Some small sections of curb & gutter and/or sidewalk may be recommended in conjunction with the identified alternative(s).

COMPENSATION FEE SCHEDULE

This cost ceiling will not be exceeded without prior authorization from the Owner. Actual costs are determined by the Schedule of Rates attached herewith. The estimated cost for each task is as indicated below.

TASK	ESTIMATED MAXIMUM COST	COMPLETION DATE (ESTIMATED)
1. Site Survey, Data Collection, Mapping	\$9,500	April 2024
2. Hydrology and Hydraulic Evaluation	\$10,000	May 2024
3. Preliminary Design	\$25,000	July 2024
Total	\$44,500	



CONTRACT COVER SHEET

This form must be completed before the contract is transmitted to the contractor/consultant.

Include this completed form in Novus when submitting the contract for approval.

This form does not apply to grant awards, sub-awards, or intergovernmental agreements.

- Project Name/Novus Title:
 - Standard Lewis and Clark County contract template used: **YES** **NO**
 - Legal has completed review of agreement: **YES** **NO**
 - Procurement method: **NOT APPLICABLE** Explain in comment box
 - For methods other than Small Purchase – Quote, attach documentation of procurement method used (e.g., limited solicitation form or legal ad for formal solicitations).
 - Purchase is exempt/exception from standard procurement procedures, per county policy: **YES** **NO**
 - **If YES, provide exemption/exception request form.**
-
- Budget Authority: **YES** **NO** **NOT APPLICABLE**
 - Is this a public works contract subject to prevailing wage requirements? “Public works contract” means a contract for construction services or for non-construction services [as defined in §18-2-401(9)(a-l), MCA] in which the total cost of the contract is in excess of \$25,000? **YES** **NO**
 - If YES, is project subject to \$50,000 performance and payment bond? **YES** **NO**
 - Is project subject to 1% Contractor's Gross Receipts Tax* (CGR)? **YES** **NO**
 - **If YES, submit CGR form to Finance Department.**
 - Is this contract funded through a grant? **YES** **NO** **IF YES, COMPLETE NEXT PAGE.**
- Additional comments:

Signatures:

Elected Official/Department Director

Date

Purchasing Officer or Designee

Date

Finance Officer or Designee

Date



CONTRACT COVER SHEET

CONTRACTS FUNDED WITH GRANTS:

If a contract is funded in part or whole by a grant, this form must be completed and routed to Ann McCauley (or designee) for review and approval prior to finalizing the contract with the vendor.

Include a copy of the grant/contract funding the contract.

- Grant funding source and grant award/contract number:
- Have all pass-through requirements from the grant funding source been incorporated into the Contract? **YES** **NO**
 - If YES, Contract section(s) with grant requirements included:
- Are there state or federal Davis-Bacon requirement for the project? **YES** **NO**
 - If YES, have these requirements been incorporated into the contract? **YES** **NO**

For Contracts Funded with Federal Grants:

All contracts funded with federal grants require that a debarment and suspension check for the contractor is completed and passed (2 CFR Part 180). This process requires contractors to provide their System for Award Management (SAM) Unique Entity Identifier (UEI). For assistance, see "Obtaining a federal UEI" guidance document on the Grants and Purchasing intranet page. Grant staff will perform the debarment/suspension check in SAM and email the department a copy of the record; retain this record in the procurement file.

Contractor's UEI:

Send completed form with a copy of the grant award/contract funding the contract to: Ann McCauley, amccauley@lccountymt.gov, 406-447-8383, City-County Building, Room 225

Signature:

Grants Administrator or Designee

Date

Administrative Use Only

Date of debarment/suspension check in SAM

Passed: YES NO

FFATA Reporting Needed? YES NO

Reporting Period:



Task Order 12 to the Contract Between Lewis and Clark County and Great West Engineering, Inc. (Jessica Makus)

Presented By:

Summary:

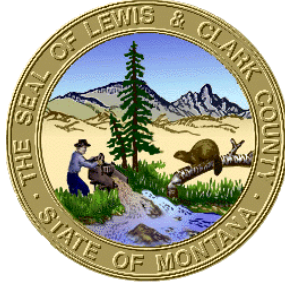
The Commissioners will consider the task order with Great West Engineering to perform the Eastgate I Drainage Assessment to address stormwater maintenance located within the Eastgate I Rural Improvement District for a total cost of \$42,300 and work to be completed by July 31, 2024.

Legal Review Required:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> memo	Contract
<input type="checkbox"/> Task Order 12	Contract
<input type="checkbox"/> Contract Cover Sheet	Contract

Jessica Makus
Special Districts Program Coord.
Ph: 406-447-8029
Fax: 406-447-8033



3402 Cooney Drive
Helena, MT 59602

jmakus@lccountymt.gov

LEWIS AND CLARK COUNTY

Public Works Department

Date: March 28, 2024
To: Board of County Commissioners
From: Jessica Makus, Special Districts Program Coordinator
Subject: Eastgate I Drainage Project Task Order No. 12

Before you today is Task Order 12 with Great West Engineering to perform an assessment of drainage issues existing throughout the Eastgate I subdivision. This subdivision is included in the Eastgate I Rural Improvement District, created in 1978 to maintain and preserve subdivision infrastructure. At that time in the subdivision process, stormwater was often considered as an afterthought, if at all.

Since that time, additional development has occurred around this subdivision, which has added to the impervious surface contributing stormwater to the subdivision. This water ends up accumulating along Grove Drive running north/south and in intersections, specifically between Buckboard Drive and Gradestake Street, a couple points on Buttercup Street, and along Beechnut Street. Over the years this has had a significant negative impact to the road infrastructure and maintenance efforts. While many of the streets, particularly those running east-west, are able to shed this water with the existing flow pattern direction and curb infrastructure, areas where water has accumulated and puddled on the surface for extended periods of time have been damaged and will eventually require significant improvements through a new RID. Until that time, we will continue to provide maintenance through the existing RID framework.

In order to continue with road maintenance and preservation within this RID, we need to address stormwater impacts to get water off the road network where possible. This Task Order will provide us with a stormwater mitigation strategy so that we can do that and continue to provide necessary road maintenance. Part of this Task Order may also include recommendations for future stormwater infrastructure; however, any recommended improvements would be completed through a new RID. While this Task Order will assist us in our effort to provide annual

maintenance to this RID, it will have the added benefit of providing future stormwater mitigation strategies that can be implemented prior to new road improvement investment.

The Task Order before you will use existing storm drainage information, past studies, and on-the-ground information and modeling to determine how best to maintain stormwater throughout the subdivision. It is anticipated that this project will be completed by July 31, 2024.

Additionally, staff are preparing a Renewable Resource Grant and Loan Program Planning grant to offset the cost of this Task Order. A final application will be presented to this Commission as soon as possible. It should be noted that any costs associated with the Task Order would be eligible for reimbursement; therefore, we are in a good position to move forward with execution of this Task Order. Plus this will allow Great West to get on the ground during spring runoff.

Staff recommend the Board of County Commissioners approve Task Order 12 with Great West Engineering in the amount of \$42,300 with an end date of July 31, 2024, and authorize the Chair to sign all applicable documents.

**LEWIS AND CLARK COUNTY
TASK ORDER**

Task Order No. 12

Great West Engineering, Inc. Project No. 1-18132

This Task Order and the detailed Scope of Services attached and incorporated represent the project and services requested by Lewis and Clark County from Great West Engineering, Inc.

General Project Description: Engineering Services related to the Eastgate I Subdivision Drainage Assessment project as shown in the attached and incorporated Exhibit A, which lists the scope of services.

Compensation: As compensation for the Scope of Services attached, Lewis and Clark County shall pay Great West Engineering, Inc. an amount not to exceed Forty-Two Thousand Three Hundred Dollars (\$42,300). This amount cannot be exceeded without the written approval of Lewis and Clark County.

Great West Engineering, Inc. shall commence work on this project upon execution of this Task Order, and work must be completed no later than July 31, 2024.

ENTITY:

CONSULTANT:

Date: _____

Date: _____

Andy Hunthausen, Chairman
Lewis and Clark County Board of County
Commissioners

Jeremiah Theys, Business Unit Manager
Great West Engineering, Inc.

State of Montana
County of Lewis and Clark

ATTEST: _____
Amy Reeves, Clerk and Recorder

This instrument was acknowledged before me
on _____ [date] by Jeremiah Theys as
Business Unit Manager for Great West
Engineering, Inc.

(Signature of Notarial Officer)

EXHIBIT A
TASK ORDER NO. 12
SCOPE OF SERVICES
LEWIS & CLARK COUNTY
EASTGATE I DRAINAGE ASSESSMENT

GENERAL

The project will consist of providing engineering services related to drainage improvements within the Eastgate I Subdivision in Lewis & Clark County, Montana. Two studies have previously been completed for the subdivision. This investigation will look at the existing system, with the previous drainage studies, and recommend further enhancements to improve stormwater runoff throughout Eastgate I. Recommendations will not include a comprehensive stormwater system but will focus on feasibility of expanding/improving existing infrastructure as well as discharging runoff into the irrigation ditch and/or capturing flow in underground storage chambers. Specific scope items are detailed below.

TASK 1: SURVEY, DATA COLLECTION, MAPPING

- Existing available storm drainage information and past studies will be reviewed prior to commencing field work.
- Existing LiDAR data will be utilized to build a basemap of the overall area. Great West will utilize our RTK GPS system to locate existing hydraulic features and low points where ponding water is a concern. All collected data will be processed to Montana State Plane, NAD83 (2011), NAVD88 in horizontal and vertical units of international feet. The topographic survey will not define property boundaries or utilities (except stormwater).
- Existing drainage features will be inventoried to determine size and function. An existing map of all collected hydraulic features will be developed for use in the drainage analysis.
- A kickoff meeting will be scheduled with the county and landowners within the subdivision to review the drainage feature inventory and allow for comments and concerns regarding existing drainage problem areas.

TASK 2: HYDROLOGY AND HYDRAULIC EVALUATION

- Great West will utilize existing LiDAR and supplemental surveyed elevation data to determine existing flow patterns and delineate existing drainage basins. Land use areas will also be delineated and used to create composite runoff coefficients for each basin. Drainage basin information will be inputted to Autodesk Storm and Sanitary Analysis (SSA) software for analysis.
- Hydrologic calculations utilizing the NRCS TR-55 and/or Rational methods will be performed for the 2-year / 24-hour, the 5-year / 24-hour, and the 100-year / 24-hour storm events. Hydrologic information will be analyzed in SSA.

- Existing drainage patterns/features will be analyzed following DEQ Circular 8. Existing drainage features will be added to SSA to determine capacity and bypass flow, as well as uncollected flow patterns.

TASK 3: PRELIMINARY DESIGN

- One option for routing runoff will be to outfall into the existing irrigation ditch along Grove Drive. Great West will coordinate with the irrigators on the possibilities of enhancing the current drainage patterns. This will include analysis of upgrades to the irrigation ditch, water right research, and evaluating the capacity of the existing siphon that runs along the south side of Lewis Street.
- Up to two alternatives for drainage improvements will be developed for this project. One alternative will be to evaluate adding infiltration inlets consisting of manholes with perforated laterals at select ponding areas. The second alternative will evaluate installing larger underground storage chambers to retain large flow volumes and allow water to infiltrate into the ground. This alternative would include installation of inlets to allow water into these chamber(s).
- Preliminary design concept plans showing the drainage enhancements will be developed for each alternative. A detailed engineer's opinion of probable cost will be developed for each alternative.
- Great West will attend a public meeting with the County and Homeowners Association to review the findings and preliminary alternatives. It is assumed that the meeting will be at the Lewis and Clark County Public Works office and then a field review will be conducted onsite.
- Once an alternative is selected, Great West will prepare and submit environmental agency correspondence letters. Responses from agencies will be used to complete a Uniform Environmental Checklist as required by DEQ's SRF program.
- A technical report will be prepared following the requirements of the DEQ – SRF program. The general report outline will include:
 - Description of the project.
 - The purpose and need for the project.
 - Existing conditions.
 - Alternatives considered/selected including schematics showing the planning area and the location of proposed alternatives.
 - Engineer's uniform environmental checklist.
 - Environmental agency responses.
 - Project schedule.
 - Project budget.
 - Funding sources.

ASSUMPTIONS AND SERVICES EXCLUDED

- Final design and project specifications, as well as bidding and construction management/inspection services are excluded from this scope of services. These services can be amended to this task order at a later date.
- No project permitting or DEQ design report or compliance is included in this scope.
- SRF funding assistance is excluded from the scope.
- Comprehensive, subdivision-wide curb and gutter/sidewalk design are excluded from this scope. Some small sections of curb & gutter and/or sidewalk may be recommended in conjunction with the identified alternative(s).

COMPENSATION FEE SCHEDULE

This cost ceiling will not be exceeded without prior authorization from the Owner. Actual costs are determined by the Schedule of Rates attached herewith. The estimated cost for each task is as indicated below.

TASK	ESTIMATED MAXIMUM COST	COMPLETION DATE (ESTIMATED)
1. Site Survey, Data Collection, Mapping	\$9,200	April 2024
2. Hydrology and Hydraulic Evaluation	\$9,600	May 2024
3. Preliminary Design	\$23,500	July 2024
Total	\$42,300	



CONTRACT COVER SHEET

This form must be completed before the contract is transmitted to the contractor/consultant.

Include this completed form in Novus when submitting the contract for approval.

This form does not apply to grant awards, sub-awards, or intergovernmental agreements.

- Project Name/Novus Title:
 - Standard Lewis and Clark County contract template used: **YES** **NO**
 - Legal has completed review of agreement: **YES** **NO**
 - Procurement method: **NOT APPLICABLE** Explain in comment box
 - For methods other than Small Purchase – Quote, attach documentation of procurement method used (e.g., limited solicitation form or legal ad for formal solicitations).
 - Purchase is exempt/exception from standard procurement procedures, per county policy: **YES** **NO**
 - **If YES, provide exemption/exception request form.**
-
- Budget Authority: **YES** **NO** **NOT APPLICABLE**
 - Is this a public works contract subject to prevailing wage requirements? “Public works contract” means a contract for construction services or for non-construction services [as defined in §18-2-401(9)(a-l), MCA] in which the total cost of the contract is in excess of \$25,000? **YES** **NO**
 - If YES, is project subject to \$50,000 performance and payment bond? **YES** **NO**
 - Is project subject to 1% Contractor's Gross Receipts Tax* (CGR)? **YES** **NO**
 - **If YES, submit CGR form to Finance Department.**
 - Is this contract funded through a grant? **YES** **NO** **IF YES, COMPLETE NEXT PAGE.**
- Additional comments:

Signatures:

Elected Official/Department Director

Date

Purchasing Officer or Designee

Date

Finance Officer or Designee

Date



CONTRACT COVER SHEET

CONTRACTS FUNDED WITH GRANTS:

If a contract is funded in part or whole by a grant, this form must be completed and routed to Ann McCauley (or designee) for review and approval prior to finalizing the contract with the vendor.

Include a copy of the grant/contract funding the contract.

- Grant funding source and grant award/contract number:
- Have all pass-through requirements from the grant funding source been incorporated into the Contract? **YES** **NO**
 - If YES, Contract section(s) with grant requirements included:
- Are there state or federal Davis-Bacon requirement for the project? **YES** **NO**
 - If YES, have these requirements been incorporated into the contract? **YES** **NO**

For Contracts Funded with Federal Grants:

All contracts funded with federal grants require that a debarment and suspension check for the contractor is completed and passed (2 CFR Part 180). This process requires contractors to provide their System for Award Management (SAM) Unique Entity Identifier (UEI). For assistance, see "Obtaining a federal UEI" guidance document on the Grants and Purchasing intranet page. Grant staff will perform the debarment/suspension check in SAM and email the department a copy of the record; retain this record in the procurement file.

Contractor's UEI:

Send completed form with a copy of the grant award/contract funding the contract to: Ann McCauley, amccauley@lccountymt.gov, 406-447-8383, City-County Building, Room 225

Signature:

Grants Administrator or Designee

Date

Administrative Use Only

Date of debarment/suspension check in SAM

Passed: YES NO

FFATA Reporting Needed? YES NO

Reporting Period:



Task Order No. 101 Between Lewis and Clark County and Great West Engineering. (Dan Karlin)

Presented By:

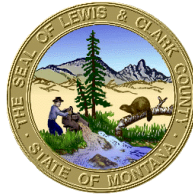
Summary:

The Commissioners will consider Task Order No. 101 with Great West Engineering to complete a preliminary engineering report and prepare a grant application to the Montana Coal Endowment Program. The task order amount will not exceed \$40,000 and will be completed by December 31, 2024.

Legal Review Required:

ATTACHMENTS:

Description	Type
❏ staff memo	Contract
❏ Contract Cover Sheet	Contract
❏ Task Order 101 Contract	Contract
❏ Task Order 101 Scope	Contract



LEWIS AND CLARK COUNTY

Public Works Department

DATE: March 28, 2024

TO: Board of County Commissioners

FROM: Daniel Karlin, County Engineer

RE: Task Order 101 with Great West Engineering to Complete a PER and Prepare a Planning Grant Application to the Montana Coal Endowment Program

Before you today is Task Order 101 with Great West to complete a Preliminary Engineering Report (PER) and prepare a planning grant application to the Montana Coal Endowment Program (MCEP).

Work will include updating the county bridge inventory, reviewing National Bridge Inventory Rating (NBIR) reports received from MDT for Lewis and Clark County's off-system bridges, on-site inspections of bridges identified to have critical deficiencies, assist in updating the five-year Capital Improvements Plan, provide planning level estimated costs associated with any needed repairs and/or replacements, prioritize the County's bridge needs, and assist staff in selecting a structure to nominate for MCEP funding to replace it. After this step is complete, the consultant will also prepare a Preliminary Engineering Report (PER) for the selected bridge, assist with public hearings, prepare the MCEP application, assist staff in responding to inquiries from the MCEP program during the evaluation process, and assist staff with legislative hearings.

This work is funded through an MCEP planning grant the County received last week in the amount of \$32,000. The planning grant has a match of 20%, up to \$8,000, which is budgeted for in the FY24 bridge budget.

Recommendation: Staff recommends that the Board of County Commissioners approve Task Order 101 with Great West Engineering Inc., for a contract amount not to exceed \$40,000.



CONTRACT COVER SHEET

This form must be completed before the contract is transmitted to the contractor/consultant.

Include this completed form in Novus when submitting the contract for approval.

This form does not apply to grant awards, sub-awards, or intergovernmental agreements.

- Project Name/Novus Title:
 - Standard Lewis and Clark County contract template used: **YES** **NO**
 - Legal has completed review of agreement: **YES** **NO**
 - Procurement method: **NOT APPLICABLE** Explain in comment box
 - For methods other than Small Purchase – Quote, attach documentation of procurement method used (e.g., limited solicitation form or legal ad for formal solicitations).
 - Purchase is exempt/exception from standard procurement procedures, per county policy: **YES** **NO**
 - **If YES, provide exemption/exception request form.**
-
- Budget Authority: **YES** **NO** **NOT APPLICABLE**
 - Is this a public works contract subject to prevailing wage requirements? “Public works contract” means a contract for construction services or for non-construction services [as defined in §18-2-401(9)(a-l), MCA] in which the total cost of the contract is in excess of \$25,000? **YES** **NO**
 - If YES, is project subject to \$50,000 performance and payment bond? **YES** **NO**
 - Is project subject to 1% Contractor's Gross Receipts Tax* (CGR)? **YES** **NO**
 - **If YES, submit CGR form to Finance Department.**
 - Is this contract funded through a grant? **YES** **NO** **IF YES, COMPLETE NEXT PAGE.**
- Additional comments:

Signatures:

Elected Official/Department Director

Date

Purchasing Officer or Designee

Date

Finance Officer or Designee

Date



CONTRACT COVER SHEET

CONTRACTS FUNDED WITH GRANTS:

If a contract is funded in part or whole by a grant, this form must be completed and routed to Ann McCauley (or designee) for review and approval prior to finalizing the contract with the vendor.

Include a copy of the grant/contract funding the contract.

- Grant funding source and grant award/contract number:
- Have all pass-through requirements from the grant funding source been incorporated into the Contract? **YES** **NO**
 - If YES, Contract section(s) with grant requirements included:
- Are there state or federal Davis-Bacon requirement for the project? **YES** **NO**
 - If YES, have these requirements been incorporated into the contract? **YES** **NO**

For Contracts Funded with Federal Grants:

All contracts funded with federal grants require that a debarment and suspension check for the contractor is completed and passed (2 CFR Part 180). This process requires contractors to provide their System for Award Management (SAM) Unique Entity Identifier (UEI). For assistance, see "Obtaining a federal UEI" guidance document on the Grants and Purchasing intranet page. Grant staff will perform the debarment/suspension check in SAM and email the department a copy of the record; retain this record in the procurement file.

Contractor's UEI:

Send completed form with a copy of the grant award/contract funding the contract to: Ann McCauley, amccauley@lccountymt.gov, 406-447-8383, City-County Building, Room 225

Signature:

Grants Administrator or Designee

Date

Administrative Use Only

Date of debarment/suspension check in SAM

Passed: YES NO

FFATA Reporting Needed? YES NO

Reporting Period:

**LEWIS AND CLARK COUNTY
TASK ORDER FORM**

TASK ORDER NO. 101 TITLE: 2024 MCEP Bridge Evaluations and PER

GREAT WEST ENGINEERING, INC. PROJECT NO. 1-23184

This Task Order and the Scope of Services attached represent the project and services requested by Lewis and Clark County.

Project Description: Refer to attached Scope of Services

Compensation: As compensation for the Scope of Services attached or incorporated in this Task Order, Lewis and Clark County will pay Great West Engineering, Inc. time and materials for a total sum not to exceed Forty Thousand dollars and no cents (\$40,000). This amount cannot be exceeded without prior written approval of Lewis and Clark County.

This Task Order is hereby agreed to by both parties and is effective as of the date of the last signature herein and work must be completed no later than **12/31/24**.

COUNTY:

CONSULTANT:

Date: _____

Date: _____

Andy Hunthausen, Chair
Board of County Commissioners
Lewis and Clark County

Karl F. Yakawich, Business Unit Manager
Great West Engineering, Inc.

ATTEST: _____
Amy Reeves, Clerk and Recorder

State of Montana
County of Lewis and Clark

(Seal)

This instrument was acknowledged before me
on _____ [date] by Karl F. Yakawich as
Business Unit Manager of Great West
Engineering, Inc.

(Signature of Notarial Officer)

(Seal)

TASK ORDER NO. 101
SCOPE OF SERVICES
2024 MCEP BRIDGE EVALUATIONS AND PER

GENERAL

The objective of this agreement is to provide Engineering Services related to the inventory, evaluation, preparation of a preliminary engineering report (PER), and grant application assistance for a selected county bridge. If desired, and contingent on procurement of adequate funding, the County may direct the Engineer to proceed with design, bidding and construction administration of the bridge replacement.

The project will be funded through a planning grant from the Montana Coal Endowment Program (MCEP), previously referred to as the Treasure State Endowment Program (TSEP). The following is a detailed scope of services for the described project with the key elements of each task outlined.

PHASE I: 2024 COUNTY BRIDGE INVENTORY UPDATE

- Task 1A - The Engineer will work with the County to review previous work performed and information gathered by their personnel on existing county bridges. Great West Engineering will work with the County to establish which bridges are most likely in need of immediate repair/rehabilitation.
- Task 1B - The Engineer will assist the County in reviewing the most recent National Bridge Inventory Rating (NBIR) reports received from MDT for Lewis and Clark County's off system bridges. The NBIR reports indicate which bridges require immediate attention as well as delineate structures that have experienced a significant amount of deterioration since the last rating cycle. Ultimately, the NBI ratings for the off system bridges will be entered into the Bridge Inventory.
- Task 1C - On-site inspection will be conducted on bridges identified by County personnel as having critical deficiencies. The inspections will include measurements, photographs, and reporting. It is assumed that the bridge evaluations will be conducted for a maximum of five days.
- Task 1D - The Engineer will update the County Bridge Inventory that delineates the condition of Lewis and Clark County's bridges. The bridge inventory data will be summarized in a report that will form the foundation for the Lewis and Clark County Long-Term Capital Improvement Program for Bridges. The bridge capital improvement program would identify potential sources of funding for bridge replacement and rehabilitation projects and create a five-year plan to address the most critically deficient structures.

PHASE II: PREPARE PRELIMINARY ENGINEERING REPORT

- **Task 2A** – The Engineer will assist the County in selecting a bridge for inclusion in a 2024 MCEP construction grant application. The bridge will be selected based upon its ranking in the updated Bridge Inventory as well as other criteria set for by MCEP so that the grant application may be as strong as possible. The Engineer will prepare a draft PER for the selected bridge in accordance with the most current Uniform Preliminary Engineering Analysis for Montana Public Facility Projects outline. Great West will provide information documenting the need for the project and problems to be solved in order that the application may be as competitive as possible. The PER will include a detailed analysis of potential alternatives, a narrative justifying the preferred alternative, and supporting cost estimates. The PER will address no-action, rehabilitation, and replacement alternatives for each structure.
- **Task 2B** - The Engineer will work with Lewis and Clark County to prepare an Environmental Assessment (EA) for the selected bridge and incorporate it into the PER. The EA will be prepared and posted for public comment in accordance with MCEP guidelines. We will attend and assist with a public hearing for the Environmental Assessment. It is assumed that a single, joint public hearing will be conducted for the Preliminary Engineering Report and Environmental Assessment
- **Task 2C** - The Engineer will take the lead in the preparation of the MCEP application. We will prepare the contents of the application, with assistance from the County, in order that proposed project may be approved for funding.
- **Task 2D** - The Engineer will assist the County in responding to questions and comments received from MCEP during the evaluation and ranking process. The Engineer will also attend the 2023 Legislative Hearing pertaining to the Application.
- **Task 2E** – An electronic PDF of final documents, tables, and drawings will be forwarded to Lewis and Clark County for its files.

ESTIMATED MAXIMUM COST: \$40,000

SCHEDULE FOR COMPLETION

We can begin work on the bridge inventory update immediately following the notice to proceed from the Department of Commerce. The final PER will be scheduled for completion with the MCEP Grant Application in June of 2024. Closeout of the planning grant is anticipated to occur in December of 2024.



Construction and Maintenance Agreement Between Lewis and Clark County and the Montana Department of Transportation. (Dan Karlin)

Presented By:

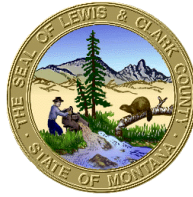
Summary:

The Commissioners will consider the construction and maintenance agreement with the Montana Department of Transportation for design and installation of safety improvement signs on a portion of Birdseye Road.

Legal Review Required:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> staff memo	Contract
<input type="checkbox"/> Construction and maintenance agreement	Contract



LEWIS AND CLARK COUNTY

Public Works Department

DATE: March 28, 2024

TO: Board of County Commissioners

FROM: Daniel Karlin, County Engineer

RE: Safety Improvements Construction and Maintenance Agreement with the
Montana Department of Transportation (MDT)

Before you today is a Construction and Maintenance Agreement to allow the Montana Department of Transportation (MDT) to design and install curve warning signs along two corners of Birdseye Road and obligates Lewis and Clark County to conduct any necessary maintenance of the installed signs. The Public Works Department has been working with MDT through the Highway Safety Improvements Projects (HSIP) program since the nomination stage in early 2022 to identify locations meeting program criteria. Public Works staff identified this project location on Birdseye Road, with concurrence from MDT staff.

The project is located on two curves in the vicinity of Hidden Valley Drive. County sign crews will complete any necessary maintenance and pay for it out of their annual budget.

Recommendation:

Staff Recommends approval of the Construction and Maintenance Agreement and authorize the Chair to sign all applicable documents.

Construction and Maintenance Agreement
HSIP STWD(926)
SF209 GREAT FALLS DIST SIGNS
UPN 10301000

This Agreement by and between Lewis and Clark County (County), and the Montana Department of Transportation (MDT, Department, or State) (collectively, Parties), establishes the responsibilities and duties of the Parties with respect to project activities on a portion of Birdseye Road (C025602N / L-25-602E) located within the County of Lewis and Clark, Montana, generally described below:

Install curve warning signs for both curves within the cluster limits (east and west of Hidden Valley Drive)

Whereas, the construction will be accomplished through Uniform Project Number 10301000, Federal-Aid Project Number HSIP STWD(926), titled SF209 GREAT FALLS DIST SIGNS (Project) located on Birdseye Road (C025602N / L-25-602E) between 005+0.700 and 006+0.500; and,

Whereas, State and/or Federal Highway Administration (FHWA) funds will be used to pay for the construction, the County and State must ensure that federal and state requirements are met in fulfilling its obligations to the FHWA and for the Project to remain eligible for state and/or federal funding; and,

Whereas, the road upon which the Project is located is a public road not on any commission-designated highway system, and the road is under the legal jurisdiction of the County; and,

Whereas, costs necessary to complete the Project shall be funded by the Highway Safety Improvement Program (HSIP); and,

Whereas, the County and MDT recognize the need to construct the Project and to duly execute this Agreement in advance of construction phase programming; and,

Whereas, the County desires to have the Project constructed, the County deeming it to be a valuable and beneficial consideration, and it will perform the functions, duties and responsibilities as set forth in this Agreement;

Now, therefore, the Parties agree as follows:

ARTICLE I. GENERAL OBLIGATIONS OF MDT

1. MDT will design and award a contract to construct the Project.
2. MDT will provide the County opportunities to participate in the Project's development, including invitation to the final inspection of the Project.

3. If the County does not fulfill their maintenance requirements as stated herein, MDT may complete the required maintenance and seek compensation from the County. In doing so, MDT must first provide notice to the County allowing time to complete any such maintenance. If MDT performs such maintenance under this section, it must provide detailed invoices of such costs to the County.
4. MDT may complete any maintenance required due to a public emergency and seek compensation from the County for any costs incurred. In doing so, MDT may first provide notice to the County, when possible, allowing time to complete any such maintenance. If MDT performs maintenance under this section, it must provide detailed invoices of such costs to the County.

ARTICLE II. GENERAL OBLIGATIONS OF THE COUNTY

1. The County agrees to conform in all regards to Mont. Code Ann. Title 61, Chapter 8, and will not take any action, by enacting an ordinance or otherwise, in contradiction of the traffic laws in Mont. Code Ann. Title 61, Chapter 8.
2. The County will provide appropriate and timely input during the Project's development.
3. The County will continue to enforce the ordinances, laws and/or regulations necessary and essential for the operations of the Project.
4. The County, at its sole expense, must obtain and maintain all federal, state and local building permits or other permits of any type or nature required by a governing authority, except as noted in this Agreement.
5. The County will maintain all items within the roadway right of way, including the roadway surface (pavement repair, pavement preservation, and snowplowing), and will maintain all feature unless otherwise noted herein.
6. The County is responsible for issuing all future encroachment and approach permits and ensuring the resulting actions do not interfere with roadway or pedestrian travel or decrease safety.
7. The County agrees to regulate utility occupancy on the right-of-way of this highway in conformance with occupancy regulations that comply with or are more restrictive than the requirements of the Administrative Rule of Montana, 18.7.201 thru 18.7.241, governing "Right of Way Occupancy by Utilities."
8. The County agrees that it will assume full and complete responsibility for the Project upon notification by MDT of the Project's Substantial Completion. The County's acceptance of the substantially completed Project includes accepting any right of way acquired for the Project and ownership and responsibility for any permits obtained for the Project.

ARTICLE III. PROJECT-SPECIFIC FEATURES

1. Signage

- a. Upon completion of the Project by the State and its Contractor, the County agrees that it is responsible, at no cost to MDT, to maintain the signs within the Project.
- b. For the purposes of this Agreement, “maintenance of signs,” is defined as: the inspection, cleaning, repair, and replacement of signs damaged through weathering, vandalism, wind, or other means.

ARTICLE IV. GENERAL TERMS AND CONDITIONS

1. **Term** – The term of this Agreement shall be ten (10) years. After the initial ten (10) year term, this Agreement will renew automatically, for successive one (1) year terms, unless superseded by a new Agreement between the parties.
2. **Termination** – This Agreement may be terminated by MDT if the County violates or breaches any term, condition, or article of this Agreement and the County has failed to correct (or reasonably initiate correction) within 60 days of receiving notice in writing addressed to the County’s representative, of such violation or breach of any term, condition, or article of this Agreement.
3. **Other Agreements** – Other Agreements pertaining to the project area remain in full force and effect. In the case of a conflict between this Agreement and a previously executed Agreement, the terms of this Agreement apply.
4. **Hold Harmless & Indemnification**
 - a. The County agrees to protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the County’s employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of the County, its agents, or sub-contractors, under this Agreement, except the negligence of MDT.
 - b. The State and Department of Transportation agrees to protect, defend, indemnify, and hold the County, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by

the MDT's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of MDT, its agents, or sub-contractors, under this Agreement, except the negligence of the County.

5. Insurance

- a. General Requirements: Each party shall maintain for the duration of this Agreement, at its own cost and expense, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the duties and obligations in this Agreement by each party, its agents, employees, representatives, assigns, or sub-contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
- b. General Liability Insurance: Each party shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1 million per occurrence and \$2 million aggregate per year to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this Agreement, or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Mont. Code Ann. Title 2, Chapter 9.
- c. General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each party must notify the other immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. Each party reserves the right to request complete copies of the other party's insurance policy or self-insured memorandum of coverage at any time.
- d. Workers' Compensation Insurance: The County must maintain workers' compensation insurance and require its contractors and its contractor's sub-contractors to carry their own workers compensation coverage while performing work within MDT right-of-way in accordance with Mont. Code Ann. §§39-71-401 and 39-71-405. Neither the contractor nor its employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.

6. Public Safety

It is agreed, if any repairs to the elements of the Project must be performed to address or prevent a public hazard, the County will immediately protect the area from public access, and make reasonable and timely effort to correct or repair the hazard.

7. Invoicing and Indirect Cost (IDC)

- a. If MDT incurs any costs resulting from this Agreement, MDT shall be entitled to be compensated for such costs by the County and the County shall pay the same within thirty (30) days of its receipt of such invoices.

Mont. Code Ann. §17-1-106, requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs (IDC). These costs are in addition to direct project costs. MDT's IDC rate is determined annually as a percentage of the project's direct costs to cover the project's share of MDT's IDC as defined by 2 CFR Part 200, Appendix VII. MDT's current IDC rate is 13.56% for fiscal year 2024 (July 1, 2023, to June 30, 2024). If the work occurs or extends into fiscal year 2025 or beyond the IDC rate will be charged at the rate agreed to by MDT and the Federal Highway Administration (FHWA). Invoice will be sent to:

Lewis and Clark County
Attn: Public Works Director
316 N. Park Avenue
Helena, MT 59623

- ii. Payments shall be made to:
Montana Department of Transportation
Attention: Collections
2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001

8. Choice of Law and Venue – This Agreement shall be governed by the laws of Montana. The parties agree that any litigation concerning this Agreement must be brought in the First Judicial District Court, in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees except as otherwise noted in this agreement. In case of conflict between the terms and conditions of this Agreement and the laws of the State of Montana, the laws of the State of Montana shall control.
9. Binding Effect -- The benefits and obligations set forth in this Agreement shall be binding upon, and inure to the benefit of, their respective successors, administrators and assigns of the Parties.
10. Relationship of Parties -- Nothing contained in this Agreement shall be deemed or construed (either by the parties hereto or by any third party) to create the relationship of principal and agent or create any partnership joint venture or other association between the Parties.
11. Non-Discrimination – The County will require that during the performance of any work arising out of this Agreement the County, for itself, assignees, and successors shall comply with all applicable non-discrimination regulation set forth in Attachment "A" attached hereto and made part of this Agreement.

12. ADA - MDT requires that any construction resulting from this Agreement must include appropriate pedestrian facilities that meet or exceed current MDT standards for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessibility Design, United States Access Board Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way, and MDT's detailed drawings, 608 series.
13. Audit - The County grants to the Legislative Auditor and the Legislative Fiscal Analysts the right, without prior notice and during normal business hours, to audit, at their own costs and expense, all records, reports, and other documents, the County maintains in connection with this Agreement.
14. Utilities -- This Agreement is subject to the right of any private or public utility entity now lawfully occupying the right-of-way to continue to operate and maintain utility facilities thereupon. Copies of existing utility permits may be obtained from the MDT District Utility Agent.
15. Amendment and Modification -- This Agreement may be modified or amended only by written Addendum signed by the parties. In addition to the terms and conditions contained herein, the provisions of any Addendum may be incorporated and made a part hereof by this reference in the terms of the amendment so provided. In the event of any conflict between the terms and conditions hereof and the provisions of any Addendum, the provision of the Addendum shall control, unless the provisions thereof are prohibited by law.
16. Representatives
 - a. County's Representative: The County's Representative for this Agreement shall be the County Public Works Director or designee or such other individual as County shall designate in writing. Whenever approval or authorization from or communication or submission to County is required by this Agreement, such communication or submission shall be directed to the County's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when County's Representative is not available, MDT may direct its communication or submission to other designated County personnel or agents.
 - b. MDT's Representative: The MDT Representative for this Agreement shall be the District Administrator or Maintenance Chief or such other individual as MDT shall designate in writing. Whenever direction to or communication with MDT is required by this Agreement, such direction or communication shall be directed to MDT's Representative; provided, however, that in exigent circumstances when MDT's Representative is not available, County may direct its direction or communication or submission to other designated MDT personnel or agents.
17. Counterpart Execution - This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall

constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS WHEREOF, MDT's authorized representative has hereunto signed on behalf of the State of Montana, and the County's authorized representative on behalf of the County, has signed and affixed hereto the seal of the County.

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

By _____
Montana Department of Transportation

_____ Date

Approved for Legal Content

Approved for Civil Rights

The above maintenance agreement was adopted by the Board of County Commissioners this _____ day of _____, 20____.

LEWIS AND CLARK COUNTY, MONTANA

(COUNTY SEAL)

By _____
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

ATTEST:

CLERK AND RECORDER

**ATTACHMENT A: MDT
NONDISCRIMINATION AND
DISABILITY ACCOMMODATION
NOTICE**

MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

Montana Department of Transportation (“MDT”) is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter “protected classes”) by its employees or anyone with whom MDT does business:

Federal protected classes

Race, color, national origin,
sex, sexual orientation, gender identity,
age, disability, income-level & Limited
English Proficiency

State protected classes

Race, color, national origin, parental/marital status,
pregnancy, childbirth, or medical conditions related to
pregnancy or childbirth, religion/creed, social origin or
condition, genetic information, sex, sexual orientation,
gender identification or expression, ancestry, age,
disability mental or physical, political or religious
affiliations or ideas, military service or veteran status,
vaccination status or possession of immunity passport

For the duration of this contract/agreement, the PARTY agrees as follows:

(1) Compliance with Regulations: The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Non-discrimination:

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. The PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. A statement that the PARTY does not discriminate on the grounds of any protected classes.
 - ii. A statement that the PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
 - iii. Contact information for the PARTY’s representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
 - iv. Information on how to request information in alternative accessible formats.

- c. In accordance with Mont. Code Ann. § 49-3-207, the PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that the PARTY does not discriminate on the grounds of any protected class.

(3) Participation by Disadvantaged Business Enterprises (DBEs):

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at mdt.mt.gov/business/contracting/civil/dbe.shtml
- b. By signing this agreement, the PARTY assures MDT that:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- c. The PARTY must include the above assurance in each contract/agreement the PARTY enters.

(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

(5) Information and Reports: The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

(7) Pertinent Non-Discrimination Authorities: During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

State

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

(8) Incorporation of Provisions: The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.