



NOTICE OF PUBLIC MEETING

The Lewis and Clark County Commissioners Public Meeting will be held on Tuesday, December 3, 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**
3. **Grant Task Order 24-07-1-01-17-0 Amendment One Between Lewis and Clark Public Health and Montana Department of Public Health and Human Services. (Drenda Niemann)**

The Commissioners will consider a grant task order amendment #1 from the Montana Department of Public Health and Human Services for the development of a community health improvement plan. The term of the task order has been extended to November 30, 2025 for an additional \$10,000.

4. **Contract Between Lewis and Clark County and Bullock Contracting, LLC. (Jessica Makus)**

The Commissioners will consider the contract with Bullock Contracting, LLC, for gravel improvements in the Fieldcross-Scratchgravel Rural Improvement District. Compensation is based on the unit price of \$24 per cubic yard of road mix for a total contract amount not to exceed \$40,008 with work to be completed by April 18, 2025.

5. **Contract Between Lewis and Clark County and Steiner Thuesen, PLLC. (Dan Karlin)**

The Commissioners will consider the contract with Steiner Thuesen, PLLC to complete the expansion master plan for Forestvale Cemetery. The total contract amount is not to exceed \$79,277 and the work is to be completed by January 2, 2027.

6. **Grant Award Between Lewis and Clark County and the Montana Department of Transportation. (Dan Karlin)**

The Commissioners will consider the grant award from the Montana Department of Transportation of SB536 Discretionary Funds in the amount of \$255,000 for work on the Craig Bridge abutments and the Nelson Road/Beaver Creek Bridge superstructure. There is no required match and the term of the agreement is ten years.

7. **Agreement Between Lewis and Clark County and Montana Internet Corporation.
(James Thomas)**

The Commissioners will consider a non-exclusive right to use agreement with Montana Internet Corporation (MIC) that will allow the sharing of existing conduits for the purpose of installing MIC owned fiber optic cable. As compensation for the use of the conduit space MIC is offering to upgrade the City and County's Internet Service to fiber and waive the charges for the life of the agreement.

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

9. **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



Grant Task Order 24-07-1-01-17-0 Amendment One Between Lewis and Clark Public Health and Montana Department of Public Health and Human Services. (Drenda Niemann)

Presented By:

Summary:

The Commissioners will consider a grant task order amendment #1 from the Montana Department of Public Health and Human Services for the development of a community health improvement plan. The term of the task order has been extended to November 30, 2025 for an additional \$10,000.

Legal Review Required:

**LEWIS AND CLARK COUNTY
GRANTS APPROVAL FORM**

Grant name:	Community Health Improvement Plan
Grant/Contract number:	24-07-1-01-177-0 amendment #1
Funding source:	
Federal Agency:	CDC
State Agency:	MT-DPHHS
ARRA funding?	No
Award amount:	10,000 (additional amount added); total task order award of \$32,000
Hard Match required:	N/A
Soft Match required:	N/A
Indirect Cost Rate amount:	
Grant/Contract Period:	Start: 3/1/2024 End: 11/30/2025
Catalog of Federal Domestic Assistance number:	93.967

Separate fund needed for accounting purposes? No

Is this project in the current fiscal budget? No

If no, fill out and attach supplemental budget amendment form.

Are non federal assets (>\$15,000) going to be purchased? No

Are federal assets (>\$5,000) going to be purchased? No

Does Grant/Contract require interest to be earned? No

Grant/Contract based on: a reimbursement

Contact Person/Phone number: Drenda Niemann x8910

County Department: Health Department

County Assigned Project number: CHIP24 fund 161

Salaries to be paid by grant? No

ATTACHMENTS:

Description	Type
<input type="checkbox"/> 24-07-1-01-177-0 CHIP Amend	Contract

**TASK ORDER AMENDMENT ONE
TASK ORDER FOR
COMMUNITY HEALTH IMPROVEMENT PLAN
HHS-PHSD-00001551
TASK ORDER 24-07-1-01-177-0**

This Task Order Amendment is entered into between the Montana Department of Public Health and Human Services, ("Department"), P.O. Box 4210, Helena, Montana, 59620, Phone Number (406) 444-5623, Fax Number (406) 444-1970, and Lewis and Clark Public Health ("Contractor"), Federal ID Number 81-6001383, UEI LV3VYFCZSK88 and 1930 9th Ave, Helena, MT 59601.

Effective 12/1/2024 this Task Order is amended as follows. Existing language has been struck; amended language underlined.

SECTION 2. PURPOSE, will be amended as follows:

The purpose of this Task Order is to fund a fund the implementation of Lewis and Clark Public Health's Community Health Improvement Plan and a community health improvement plan.

SECTION 3. TERMS OF TASK ORDER, will be amended as follows:

- A. The term of this Task Order for the purpose of delivery of services is from March 1, 2024, through ~~February 28, 2025~~ November 30, 2025.
- B. Remains unchanged.

SECTION 4. SERVICES TO BE PROVIDED AND SCOPE OF WORK

A. The Contractor agrees to provide the following services:

1 through 4 remain unchanged.

5. Community Health Improvement Plan:

- a. Assemble a diverse stakeholder group for the community health improvement process and have regular meetings. Contractors must submit a membership list of partners participating in the community health improvement process, meeting agendas, and meeting minutes. The stakeholders must include any local healthcare providers, clinics, or hospitals, and prevention specialists, behavioral health providers, counselors, etc. Other stakeholders could include but are not limited to academic institutions, local schools, other departments of government, community non-profits, Tribal health departments, and the state health department. Your local board of health must be engaged in the process. Provide meeting agendas, attendance lists, minutes and/or key issues or finding that developed from the meeting; submit with activity reports.
- b. Provide information from the community health assessment to the stakeholders during the community health improvement process. Contractor must submit information provided to the Department.
- c. With stakeholders, identify health issues and themes, community assets, and priority community health issues.
- d. Produce a community health improvement plan that includes:

- i. community health priorities, measurable objectives, improvement strategies, and performance measures with measurable and time-framed targets
 - ii. policy changes needed to accomplish health objectives
 - iii. individuals and organizations that have accepted responsibility for implementing the strategies
 - iv. measurable health outcomes or indicators to monitor progress, and alignment with the state health improvement plan.
6. Progress of deliverable completion will be tracked with activity reports for payments.
 7. Upon completion of the community health improvement plan, the Contractor must share the results with stakeholders, partners, and the public.
 8. Participate in telephone calls with the Local and Tribal Support Program **monthly** during the grant period.
 9. Complete a post grant survey detailing lessons learned and processes that could be replicated across Montana.
 10. Share the results of the community health improvement plan with Department of Public Health and Human Services due November 30, 2025.

B. The Department agrees to do the following:

1 through 3 Remain unchanged.

4. Provide technical assistance in community health improvement planning.

SECTION 5. CONSIDERATION, PAYMENTS, AND PROGRESS PAYMENTS, will be amended as follows:

A. In consideration of the services provided through this Task Order, the Department will pay the Contractor a total of ~~\$22,000~~ \$32,000 as follows:

1 through 4 Remain unchanged.

5. The first payment in the amount of \$2,000 will be made up signing and returning the task order for the startup funds.
6. The second payment in the amount of \$ 2,000 will be made after 3 months upon review and approval of the activity report and work plan (March 1, 2025).
7. The third payment in the amount of \$2,000 will be made 6 months upon review and approval of the activity report and work plan (June 1, 2025)
8. A fourth payment in the amount of \$2,000 will be made 9 months upon review and approval of the activity report and work plan (September 1, 2025)
9. The final payment in the amount of \$2,000 will be made upon review and approval of the task order deliverables (November 30, 2025).

B. All invoiced must be received by the Department no later than 30 days following the Task Order end date of ~~February 28, 2025~~ November 30, 2025. Invoices received after 60 days will not be paid by the Department.

C. Remains unchanged.

SECTION 7. SOURCE OF FUNDS AND FUNDING CONDITIONS, will be amended as follows:

The sources of the funding for this Task Order are ~~\$22,000~~ \$32,000 from federal grant: CDC Strengthening Public Health Infrastructure, Workforce and Data Systems, ALN 93.967.

SECTION 8. CFR 200 REQUIREMENTS

The following information may be required pursuant to 2 CFR 200, as outlined in Attachment A.

SECTION 15. SCOPE OF TASK ORDER

This Task Order Amendment One consists of 4 numbered pages, and Attachment A.

All of the provisions of the Master Contract are incorporated into and are controlling as to this Task Order. In the case of a material conflict, a dispute, or confusing language between this Task Order and Master Contract the Master Contract shall control. This Task Order does not stand alone. If Master Contract lapses, so does this Task Order. The original Task Order will be retained by the Department. A copy of the original has the same force and effect for all purposes as the original. This is the entire Task Order between the parties.

AUTHORITY TO EXECUTE

Each of the parties represents and warrants that this Task Order Amendment is entered into and executed by the person so authorized to bind the party to the provisions of this Task Order Amendment, Task Order, and the Master Contract.

IN WITNESS THEREOF, the parties through their authorized agents have executed this Task Order Amendment on the dates set out below:

Remainder of Page Intentionally Left Blank

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ Date: _____
Stacy Campbell, Division Administrator

BY: _____ Date: _____
David Gerard,
Public Health & Community Affairs Executive Director

BY: _____ Date: _____
Charles T. Brereton, Director

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES PUBLIC HEALTH & SAFETY DIVISION

Approved as to form:

BY: _____ Date: _____
Contracts Officer

CONTRACTOR, LEWIS AND CLARK PUBLIC HEALTH

BY: _____ Date: _____
Andy Hunthausen, County Commissioner

ATTEST

On this ___ day of _____, 2024 I hereby attest the above-written signature of the Board of Lewis & Clark County Commissioners.

Amy Reeves, Clerk & Recorder

ATTACHMENT A

COMPLIANCE WITH LAWS/WARRANTIES AMENDMENT ONE

The following information may be required pursuant to 2 CFR 200.

1) Recipient name:	Lewis and Clark County	Lewis and Clark County
2) Recipient Unique Entity Identifier:	LV3VYFCZSK88	LV3VYFCZSK88
3) Unique Federal Award Identification Number (FAIN):	NE11OE00073	NE11OE00073
4) Federal award date:	12/06/23	TBD
5) Period of Performance Start and End Date:	12/1/22 to 11/30/27	12/1/22 to 11/30/27
6) Budget Period Start and End Date:	12/1/23 to 11/30/24	12/1/24 to 11/30/25
7) Amount of Federal Funds Obligated by this Action:	-	\$10,000
8) Total Amount of Federal Funds Obligated:	\$17,500	\$14,500
9) Total Approved Cost Sharing, where applicable:	NA	NA
10) Total Amount of Federal Award including approved Cost Sharing:	\$1,054,522	TBD
11) Budget Approved by the Federal Agency:	CDC Rhonda Latimer, GMO	CDC Rhonda Latimer, GMO
12) Federal Award Description:	Strengthening Public Health Infrastructure, Workforce, and Data Systems in Montana	Strengthening Public Health Infrastructure, Workforce, and Data Systems in Montana
13) Name 13.1 Federal Awarding Agency: 13.2 Pass Through & Contact Information:	DPHHS PHSIO/Kerry Pride 406-600-1594	DPHHS PHSIO/Kerry Pride 406-600-1594
14) Assistance Listing Number and Title:	93.967 / CDC's Collaboration with Academia to Strengthen Public Health	93.967 / CDC's Collaboration with Academia to Strengthen Public Health
15) Identification of whether the Award is R&D:	No	No
16) Indirect cost rate of the Federal Award:	NA	NA



Contract Between Lewis and Clark County and Bullock Contracting, LLC. (Jessica Makus)

Presented By:

Summary:

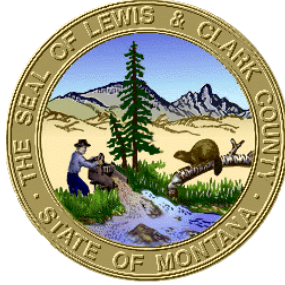
The Commissioners will consider the contract with Bullock Contracting, LLC, for gravel improvements in the Fieldcross-Scratchgravel Rural Improvement District. Compensation is based on the unit price of \$24 per cubic yard of road mix for a total contract amount not to exceed \$40,008 with work to be completed by April 18, 2025.

Legal Review Required:

ATTACHMENTS:

Description	Type
☐ Memo	Staff Report
☐ Contract	Contract
☐ Exhibit A	Staff Report
☐ Exhibit B	Staff Report
☐ Contract Cover Sheet	Staff Report

Jessica Makus
Special Districts Program Coord.
Ph: 406-447-8029
Fax: 406-447-8368



3402 Cooney Drive
Helena, MT 59602

jmakus@lccountymt.gov

LEWIS AND CLARK COUNTY

Public Works Department

Date: December 3, 2024
To: Board of County Commissioners
From: Jessica Makus, Special Districts Program Coordinator
Subject: Contract with Bullock Contracting, LLC, for Improvements to Fieldcross-Scratchgravel Rural Improvement District

Before you this morning is a contract with Bullock Contracting, LLC, to correct and repair gravel road surface within the Fieldcross-Scratchgravel Rural Improvement District. The scope of this contract includes preparing, supplying, hauling, placing, watering, grading, and compacting 1,667 cubic yards of road mix on Hannah Lane from Green Meadow Drive to Scratchgravel Drive, on Scratchgravel Drive from Hannah Lane to Fieldcross Lane, and on Fieldcross Lane from Scratchgravel Drive to Green Meadow Drive. This contract was procured through a limited solicitation and Bullock Contracting, LLC, provided the lowest quoted cost.

Contract compensation is based on the unit price of \$24.00/cubic yard for an estimated total of 1,667 cubic yards of crushed surfacing. Funding for this project will come from an InterCap loan from the Montana Board of Investments approved by the Commission to fund improvements in the RID. The loan will be repaid through a 15-year debt assessment of \$277 per property per year. Additional improvements for this district include pavement on transition aprons and drainage remediation, which will be completed separate from the contract before you today. The gravel component of the loan was budgeted at approximately \$70,000, and it is anticipated that this project will come in under budget.

Staff recommends approval of the contract with Bullock Contracting, LLC, in the amount of Forty Thousand, Eight Dollars and Zero Cents (\$40,008.00) and authorize the Chair to sign all applicable contract documents.

LEWIS AND CLARK COUNTY INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Lewis and Clark County, a political subdivision of the State of Montana, herein referred to as "COUNTY", and Bullock Contracting, LLC, herein referred to as "CONTRACTOR", whose address is P.O. Box 634, Boulder, Montana, 59632; phone number is (406)-225-3894; Montana Contractor Registration Number is 13916; and Federal Employee Identification Number 81-0507816.

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:

Prepare existing road surface, supplication and delivery of county standard road mix, and correct placement of road mix to include grading, watering, and compaction of the supplied material to appropriate standards on existing roads within the Fieldcross-Scratchgravel Rural Improvement District.

Scope includes work in accordance with the solicitation, plans, and specifications attached and hereby incorporated as **Exhibit A**.

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 Jenny Chambers, Public Works Director or their designee. The CONTRACTOR's designated liaison with the COUNTY is Buster Bullock.
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 April 18, 2025. Work shall be completed within 20 days of start date, which shall be no later than March 24, 2025.

6. COMPENSATION: COUNTY shall pay CONTRACTOR Forty Thousand Eight Dollars (\$40,008.00) for the satisfactory completion of the services described in **Exhibit A** of this Contract. Additionally, COUNTY 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 CONTRACTOR is performing by the terms of this Contract.
7. CONFLICT OF INTEREST: 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. 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. 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 CONTRACTOR pursuant to this Contract are the property of 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 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 COUNTY.
10. INDEMNIFICATION: CONTRACTOR waives all claims and recourse against 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 CONTRACTOR's performance of this contract except for liability arising out of concurrent or sole negligence of COUNTY or its officers, agents or employees. Further, CONTRACTOR will indemnify, hold harmless, and defend COUNTY against all claims, demands, damages, costs, expenses or liability arising out of CONTRACTOR's negligent performance of this Contract except for liability arising out of the concurrent or sole negligence of 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 COUNTY prior to commencing work under this agreement. 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 shall comply with applicable federal, state, and local laws, rules and regulations. 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: 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. MONTANA PREVAILING WAGE: All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars (\$25,000.00) will be paid wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of Montana Prevailing Wage Rates established by the Montana Department of Labor and Industry. Rates applicable to this Contract are attached as **Exhibit B** and, by this reference, made part of this Contract.

Each CONTRACTOR (Prime and sub) must submit (through the prime CONTRACTOR) certified payrolls for each week from the time the project begins through completion. Certified payrolls must be numbered sequentially and submitted on a weekly basis whether or not work was performed. If no work was performed, CONTRACTOR shall note this on the payroll.

15. 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.
16. 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.
17. 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 greater.
18. 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.

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


COUNTY:

CONTRACTOR:

Date: _____

Date: 11-25-2024

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



Buster Bullock, Member/Manager
Bullock Contracting, LLC

ATTEST:

State of Montana
County of Lewis & Clark

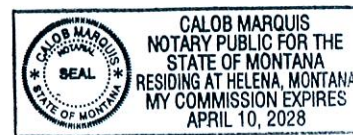
Amy Reeves, Clerk and Recorder

This instrument was acknowledged before me on 11-25-24 [date] by Buster Bullock as Member/Manager of Bullock Contracting, LLC



(Signature of Notarial Officer)

(Seal)



**LEWIS AND CLARK COUNTY
LIMITED SOLICITATION**

The Lewis and Clark County Public Works Department is soliciting quotes from contractors to correct, repair, and improve gravel road surface. This will include preparing, supplying, hauling, placing, watering, grading, and compacting 1,667 cubic yards of road mix within the Fieldcross-Scratchgravel Rural Improvement District as outlined on Exhibit A. The Project shall be performed in accordance with the Lewis and Clark County Public Works Manual.

<https://www.lccountymt.gov/files/assets/county/v/2/public-works/documents/2023-public-works-manual.pdf>)

Work shall commence no later than March 24th, 2025, with a timeline of 20 working days, or a completion date no later than April 18th, 2025, or as soon as the contract is signed. Weather days are at the discretion of the County.

Questions may be submitted by 4:00 p.m. on November 7th, 2024, and answers will be provided by 4:00 p.m. on November 8th, 2024. All questions can be referred to Jade Wills, email jwills@lccountymt.gov, or phone 406-447-8014.

Separate quotes will be received by Lewis and Clark County:

Location: Public Works Department
Noxious Weed Control Division Building
3402 Cooney Drive
Helena, Montana 59602

OR

e-mail to:
jwills@lccountymt.gov

Respond By: November 14th, 2025, 4:00 p.m. local time.

PROJECT DESCRIPTION

Scope of Services

Lewis and Clark County Public Works Department is soliciting quotes from contractors to prepare existing subgrade, supply, haul, lay, water, grade, and compact 1,667 cubic yards of gravel surface material on the entirety of all roads outlined on Exhibit A. Contractor shall supply correct signage in accordance with the Manual on Uniform Traffic Control Devices for the safety of the traveling public during onsite work. Road may be closed temporarily to through traffic if coordinated with County, homeowners, and with advanced notice.

County Specified Crushed Aggregate Placement

Prepare existing surface to include a hard cut and pull of any material along shoulders, repairing, shaping, and compacting any existing potholes or blowouts prior to the supply, haul, place, water, and compaction of approved county specified material at total quantities of 1,667 cubic yards with a width of 24 feet and depth of six inches on Hannah Lane from Green Meadow Drive to 60 feet past the intersection with Scratchgravel Drive, on Scratchgravel Drive from Hannah Lane to Fieldcross Lane, and on Fieldcross Lane from Scratchgravel Drive to Green Meadow Drive. New crushed aggregate shall be from an approved source and in accordance with Lewis and Clark County Public Works Manual, TABLE 4.7 SPECIFICATIONS FOR CRUSHED AGGREGATE SURFACING 1-1/4", Minus. The plasticity index shall be between five to nine with a target of seven. Source acceptance results must include one proctor performed by an independent testing agency with results for liquid limit, plastic limit, and gradation. Proof of test results must be submitted to the County.

Grading

Once the new material is placed, watered, and compacted, the completed driving surface shall be finished with as close to 5% crown as possible, and shoulders free of any debris, or material that could impact storm runoff from draining into the roadside ditches.

Compaction

Compaction of material is to commence once any material is moved from the ditches to the existing road surface and throughout the application of the newly applied crushed aggregate. Standard methods of compaction include static or vibratory compaction rollers.

Timeframe

Work shall commence no later than March 24th, 2025, with a timeline of 20 working days, or a completion date no later than April 18th, 2025. Any work started from the time of awarded contract to the specified dates automatically begins the 20-day timeframe.

Pre-Construction Meeting

County will hold an onsite pre-construction and walkthrough meeting at 4:30 p.m. on Wednesday, November 20, 2024.

Prevailing Wage and Certified Payroll

For projects over \$25,000, all employees or subcontractors in performance of this project will be paid wages at rates as required by the laws of the State of Montana in accordance with the 2024 schedule of Montana Prevailing Wage Rates for Highway Construction Services, established by the Montana Department of Labor and Industry, as detailed in Exhibit B.

**LIMITED SOLICITATION
WORKSHEET**

Description	Quantity	Per Unit Price	Total
Crushed Surfacing (Cubic Yards)	1,667		
TOTAL PROJECT QUOTE			

Contractor acknowledges that (1) each Unit Price includes an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of quotes, and final payment for all unit price items will be based on actual quantities.

NOTE: Supplied quantities may not be awarded (partially, or in whole) pending total cost and budget availability.

**LIMITED SOLICITATION
WORKSHEET**

Return To: Public Works Department
Noxious Weed Control Division Building
3402 Cooney Drive
Helena, Montana 59602

OR

e-mail to:
jwills@lccountymt.gov

Quotes must be submitted no later than Thursday, November 14, 2024, by 4:00 p.m. local time. Late quotes will not be accepted.

THE UNDERSIGNED CONTRACTOR has become familiar with the materials and services solicited by Lewis and Clark County. The Contractor agrees to follow and abide by all laws required in the State of Montana and Lewis and Clark County. The Contractor, having satisfied himself of the materials and services, does submit the quote as follows:

THE CONTRACTOR HEREBY PROPOSES AND AGREES, if this quote is accepted, to enter into an Agreement, and assumes all obligations, duties, and responsibilities specified herein for the following prices.

THE UNDERSIGNED CONTRACTOR HEREBY CERTIFIES that:

1. This offer is genuine and is not made in the interest of, or in the behalf of, any undisclosed person or firm, and is not submitted as a result of any agreement with any association, corporation, or group.
2. The Contractor has not directly or indirectly induced or solicited any other contractors to put in a false or sham offer.
3. The Contractor has not solicited or induced any person or firm to refrain from submitting a quote.
4. The Contractor has not sought by collusion to obtain any advantage over any other contractor or over Lewis and Clark County.

**LIMITED SOLICITATION
WORKSHEET**

Contractor Business Name: _____
Contractor Address: _____

Contact Name: _____
Telephone No.: _____
Contact E-Mail: _____
Tax ID No: _____

Contractor Registration No.: _____

Signature of authorized company official approving the quote as submitted:

By: _____
Title: _____
Date: _____

State of Montana

County of _____

This instrument was acknowledged before me on _____ [date] by _____
_____ [authorized company official] as _____ [title]
of _____ [company].

Signature of Notarial Officer

**LEWIS AND CLARK COUNTY
LIMITED SOLICITATION
STANDARD TERMS AND CONDITIONS**

By submitting a quote to this Limited Solicitation, the Contractor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation.

1. **Competition.** Lewis and Clark County encourages free and open competition among contractors. Whenever possible, specifications, quotes, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the County's needs and accomplishment of a sound economical operation.

The contractor's signature on this proposal guarantees that the prices quoted have been established without collusion with other eligible contractors and without effort to preclude Lewis and Clark County from obtaining the lowest possible competitive price.

Prior to the award of the contract, quotes may be held by Lewis and Clark County for a period not to exceed 30 days from the date of the opening of quotes for the purpose of reviewing quotes and investigating the qualifications of the contractors.

2. **Preparation of Quotes.** Quotes will be written in ink and/or typewritten on the Limited Solicitation Worksheet furnished herewith. Erasures and alterations must be initialed by the contractor in ink. No verbal quotes shall be accepted. The contractor agrees that the quotes shall be good and may not be withdrawn during the 30-day review period.
3. **Quote Items.** The contractor warrants articles offered to conform to the specifications herein requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect.
4. **Special Brands.** Brand name items or descriptions used in this proposal are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Any quote offering goods or sources which deviate from the specifications must be clearly indicated by the contractor. Substitutions must be identified by the manufacturer and stock number and complete descriptive literature must be included with the quote. Goods delivered which do not conform to the contract terms, conditions, or specifications may be rejected and returned at the vendors' expense. Any quote for foreign produced products shall be so indicated and the source of supply noted for each item.
5. **Packaging.** Unless otherwise stipulated, no charges will be allowed for packing, wrapping, bags, containers, reels, etcetera. All items shall be packed in accordance with prevailing commercial practices and in such a manner as to ensure delivery in good condition and as specified herein.
6. **Delivery/Shipping.** Goods shall be prepaid, Free on Board (FOB) destination. In the event the contract terms specify FOB shipping point, shipping charges will be prepaid and itemized as a separate item on invoicing. Such shipments shall be via the least expensive common carrier unless otherwise stipulated. Lewis and Clark County reserves the right to reject Cash on Delivery (COD).

7. **Warranty.** Contractors agree to provide a warranty for product on offer and perform all warranty and maintenance services in a professional and timely manner and acknowledge that they will be liable for any breach of this warranty.
8. **Cash Discount.** Contractors may quote a cash discount, provided it is based on a period of 30 days or more. A shorter period will not be considered in determination of a low quote. Any cash discount as part of this contract will be computed from the date of receipt of a properly executed claim or the date of completion of delivery of all items in satisfactory condition, whichever is later.
9. **Excise Taxes.** Lewis and Clark County is exempt from federal excise taxes (FET). Exemption certificates will be furnished upon request.
10. **Acceptance/Rejection of Quotes.** Lewis and Clark County reserves the right to accept or reject any or all quotes, wholly or in part, and to make awards in any manner deemed in the best interest of the County.
11. **All-or-None Proposals.** Contractors may submit alternate proposals on an all-or-none basis but are required to submit a primary quotation on an item-by-item basis to be considered for either type of award.
12. **Quote Determination.** The basis of the award will be dependent on the most responsible quote submitted with consideration given to the following criteria:
 - a. Purchase price;
 - b. Warranty and/or maintenance agreement;
 - c. Delivery date; and
 - d. Analysis and comparison by Lewis and Clark County with similar or related equipment.
13. **Tabulation.** In the event that a quotation is entered in which the unit price and extension do not agree, the unit price shall prevail.
14. **Limited Solicitation Worksheet.** Contractors are required to complete all Limited Solicitation Worksheets and must provide a detailed proposed specification packet with the quote. Any variance to specifications the contractor wishes to seek consideration for must be clearly stated in the section provided on the Limited Solicitation Worksheet.
15. **Nondiscrimination.** In accordance with federal and state laws, the contractor agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following:
 - a. Employment upgrading;
 - b. Demotion or transfer;
 - c. Recruitment or recruitment advertising;
 - d. Lay-offs or terminations;
 - i. Rates of pay or other forms of compensation;
 - ii. Selection for training; or
 - iii. Rendition of services.

Contractors and the awardee shall comply with all federal, state, and local laws, rules and regulations. Contractors and the awardee and any of the Contractors' and the awardee's subgrantees, contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance

from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract or agreement.

It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase from Lewis and Clark County unless a satisfactory showing is made that discriminatory practices have ceased, and the recurrence of such acts is unlikely.

- 16. Quote Consideration.** No quote will be considered unless accompanied by a bid bond, bank draft, money order, or certified check in the amount of not less than ten (10) percent of the total quote.
- 17. Trade Secrets.** In order for a contractor to request that material be kept confidential, a notarized Affidavit for Trade Secret Confidentiality shall be provided by the contractor's attorney acknowledging that material included in a quote is open to public inspection except for information that meets the provisions of Montana's Uniform Trade Secrets Act. Trade secrets contained in the quote must be clearly marked and separate from materials that are open for public inspection. Contractors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a records request from another party.
- 18. Cone of Silence.** A cone of silence shall be established on all Lewis and Clark County formal solicitation processes. The cone of silence prohibits any communication regarding a formal solicitation between any contractor (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) and any Lewis and Clark County elected official, employee, or agent other than the designated point of contact for the solicitation.

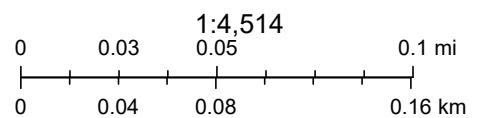
The cone of silence shall be in effect from the time of requesting the formal solicitation and until the County issues a Notice of Intent to Award, cancels the solicitation, or otherwise takes action to end the selection process.

Violations of the cone of silence may be grounds for disqualification from the selection process. The cone of silence shall not apply to communications at any public proceeding or meeting.
- 19. Advanced Payments.** Except as provided in law, provisions requiring payment by the County, fully or in part, for goods or services before receipt of such shall not be authorized.
- 20. Protest Procedure.** A contractor aggrieved in connection with the solicitation or quote award may protest in accordance with the procedure outlined in the Lewis and Clark County purchasing policy.

Fieldcross-Scratchgravel Exhibit A



10/30/2024, 8:28:35 AM



- | | | | |
|------------------------------|---------------------|------------------|---------------------------|
| World Imagery | — Paved | Highways | • Private Non-Profit |
| Low Resolution 15m Imagery | — Unpaved | — Interstate Hwy | • Residential Mult-Family |
| High Resolution 60cm Imagery | Driveway | — US Hwy | • School |
| High Resolution 30cm Imagery | ← Oneway | — Montana Hwy | □ Parcel Boundaries |
| Citations | → Oneway | — Secondary Hwy | □ Helena City Limits |
| 1.2m Resolution Metadata | --- Non-Motorized | Addresses | □ County Boundary |
| — Railroads | --- Abandoned | • Residential | □ East Helena City Limit |
| Roadways | — Water Access Only | • Commercial | □ Lakes |
| — Interstate | — Alley | • Public | — Streams |
| — Divided 4-Lane | | • Miscellaneous | |

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Lewis and Clark County/City of Helena GIS Services, The data contained on this map are NOT the official

Web AppBuilder for ArcGIS

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MONTANA
PREVAILING WAGE RATES FOR HIGHWAY CONSTRUCTION SERVICES 2024

Effective: January 13, 2024

*Greg Gianforte, Governor
State of Montana*

*Sarah Swanson, Commissioner
Department of Labor & Industry*

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at erd.dli.mt.gov/labor-standards or contact:

Employment Relations Division
Montana Department of Labor and Industry
P. O. Box 8011
Helena, MT 59620-1503
Phone 406-444-6543

The department welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at erd.dli.mt.gov/labor-standards or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at erd.dli.mt.gov/labor-standards or contact the department at (406) 444-6543.

SARAH SWANSON
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication Effective January 13, 2024

B. Definition of Highway Construction

The Administrative Rules of Montana (ARM), 24.17.501(3) – (3)(a), states *“Highway construction projects include, but are not limited to, the construction, alteration, or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, and parking areas, bridges constructed or repaired in conjunction with highway work, and other similar projects not incidental to building construction or heavy construction.*

Highway construction projects include, but are not limited to, alleys, base courses, bituminous treatments, bridle paths, concrete pavement, curbs, excavation and embankment (for road construction), fencing (highway), grade crossing elimination (overpasses or underpasses), guard rails on highways, highway signs, highway bridges (overpasses, underpasses, grade separation), medians, parking lots, parkways, resurfacing streets and highways, roadbeds, roadways, runways, shoulders, stabilizing courses, storm sewers incidental to road construction, street paving, surface courses, taxiways, and trails.”

C. Definition of Public Works Contract

Section 18-2-401(11)(a), MCA defines “public works contract” as *“...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...”*.

D. Prevailing Wage Schedule

This publication covers only Highway Construction occupations and rates in the specific localities mentioned herein. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Building Construction, Heavy Construction and Nonconstruction Services occupations can be found on the internet at www.mtwagehourbopa.com or by contacting the department at (406) 444-6543.

E. Rates to Use for Projects

ARM, 24.17.127(1)(c), states *“The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised.”*

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

“(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.”

G. Fringe Benefits

Section 18-2-412, MCA states:

"(1) To fulfill the obligation...a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor."

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

H. Dispatch City

ARM, 24.17.103(11), defines dispatch city as *"...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Miles City, Missoula and Sidney."*

I. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(19), defines zone pay as *"...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job."* See section H above for a list of dispatch cities.

J. Computing Travel Benefits

ARM, 24.17.103(22), states *" 'Travel pay,' also referred to as 'travel allowance,' is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee's home, whichever is closer, to the center of the job."* See section H above for a list of dispatch cities.

K. Per Diem

ARM, 24.17.103(19), states *" 'Per diem' typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer."*

L. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, Section 18-2-416(2), MCA states *"...The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract."* Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

M. Posting Notice of Prevailing Wages

Section 18-2-406, MCA, provides that contractors, subcontractors, and employers who are “...performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees.”

N. Employment Preference

Sections 18-2-403 and 18-2-409, MCA require contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

O. Projects of a Mixed Nature

Section 18-2-408, MCA states:

“(1) The contracting agency shall determine, based on the preponderance of labor hours to be worked, whether the public works construction services project is classified as a highway construction project, a heavy construction project, or a building construction project.

“(2) Once the project has been classified, employees in each trade classification who are working on that project must be paid at the rate for that project classification”

P. Occupations Definitions

You can find definitions for these occupations on the following Bureau of Labor Statistics website:

http://www.bls.gov/oes/current/oes_stru.htm

Q. Welder Rates

Welders receive the rate prescribed for the craft performing an operation to which welding is incidental.

R. Foreman Rates

Rates are no longer set for foremen. However, if a foreman performs journey level work, the foreman must be paid at least the journey level rate.

WAGE RATES

BRICK, BLOCK, AND STONE MASONS

Wage	Benefit
\$33.11	\$17.39

Travel:
Travel:
All Districts
0-70 mi. free zone
>70-90 mi. \$60.00/day
>90 mi. \$80.00/day

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CARPENTERS

Wage	Benefit
\$34.50	\$14.07

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

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CEMENT MASONS AND CONCRETE FINISHERS

Wage	Benefit
\$33.41	\$16.51

Duties Include:

Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, or curbs. Align forms for sidewalks, curbs, or gutters.

Zone Pay:
0-25 mi. free zone
>25-50 mi. base pay + \$2.50/hr.
>50 mi. base pay + \$3.00/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

Wage	Benefit
\$31.65	\$12.37

This group includes but is not limited to:

Air Compressor; Auto Fine Grader; Belt Finishing; Boring Machine (Small); Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-End Loader, under 1 cu. yd; Oiler, Heavy Duty Drills; Herman Nelson Heater; Mucking Machine; Oiler, All Except Cranes/Shovels; Pumpman.

Zone Pay:
No zone pay established.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

Wage	Benefit
\$33.68	\$12.37

Zone Pay:
No zone pay established.

This group includes but is not limited to:

Air Doctor; Backhoe\Excavator\Shovel, up to and incl. 3 cu. yds; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, Large; Broom, Self-Propelled; Concrete Travel Batcher; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push, & Side Boom; Elevating Grader\Gradall; Field Equipment Serviceman; Front-End Loader, 1 cu. yd up to and incl. 5 cu. yds; Grade Setter; Heavy Duty Drills, All Types; Hoist\Tugger, All; Hydralift Forklifts & Similar; Industrial Locomotive; Motor Patrol (except finish); Mountain Skidder; Oiler, Cranes\Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete\Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot (Self-Propelled); Roller, 25 tons and over; Ross Carrier; Rotomill, under 6 ft; Trenching Machine; Washing /Screening Plant

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

Wage	Benefit
\$34.79	\$12.37

Zone Pay:
No zone pay established.

This group includes but is not limited to:

Asphalt Paving Machine; Asphalt Screed; Backhoe\Excavator\Shovel, over 3 cu. yds; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine\Slip Form Paver; Finish Dozer; Front-End Loader, over 5 cu. yds; Mechanic\Welder; Pioneer Dozer; Roller Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, Single, Twin, or Pulling Belly-Dump; YO-YO Cat Haul Truck, Articulating Trucks, Vac Truck.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

Wage	Benefit
\$35.73	\$12.37

Zone Pay:
No zone pay established.

This group includes but is not limited to:
Asphalt\Hot Plant Operator; Cranes, 25 tons up to and incl. 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

Wage	Benefit
\$37.07	\$12.37

Zone Pay:
No zone pay established.

This group includes but is not limited to:
Cranes, 45 tons up to and incl. 74 tons.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

Wage	Benefit
\$38.26	\$12.37

Zone Pay:
No zone pay established.

This group includes but is not limited to:
Cranes, 75 tons up to and incl. 149 tons; Cranes, Whirley (All).

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

Wage	Benefit
\$40.86	\$12.37

Zone Pay:
No zone pay established.

This group includes but is not limited to:
Cranes, 150 tons up to and incl. 250 tons; Cranes, over 250 tons—add \$1.00 for every 100 tons over 250 tons; Crane, Tower (All); Crane Stiff-Leg or Derrick; Helicopter Hoist.

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CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

Wage	Benefit
\$26.90	\$12.80

Zone Pay:
No zone pay established.

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CONSTRUCTION LABORERS GROUP 2

Wage	Benefit
\$26.97	\$11.82

Zone Pay:
No zone pay established.

This group includes but is not limited to:
General Labor; Asbestos Removal; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-lay Down; Crusher and Batch Worker; Heater Tender; Fence Erector; Landscape Laborer; Landscaper; Lawn Sprinkler Installer; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sign Erection; Guardrail and Jersey Rail; Spike Driver; Stake Jumper; Signalman; Tail Hoseman; Tool Checker and Houseman and Traffic Control Worker.

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CONSTRUCTION LABORERS GROUP 3

Wage	Benefit
\$30.19	\$11.82

Zone Pay:
No zone pay established.

This group includes but is not limited to:
Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker) Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power and Tamper.

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CONSTRUCTION LABORERS GROUP 4

Wage	Benefit
\$31.18	\$11.82

Zone Pay:
No zone pay established.

This group includes but is not limited to:
Hod Carrier***; Water Well Laborer; Blaster; Wagon Driller;
Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler;
Power Saws (Faller & Concrete); Powderman; Rock & Core
Drill; Track or Truck Mounted Wagon Drill and Welder incl.
Air Arc.

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DIVERS

	Wage	Benefit
Stand-By	\$48.51	\$16.05
Diving	\$97.52	\$16.05

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

Depth Pay (Surface Diving)

0-20 ft.	free zone
>20-100 ft.	\$2.00 per ft.
>100-150 ft.	\$3.00 per ft.
>150-220 ft.	\$4.00 per ft.
>220 ft.	\$5.00 per ft.

Diving In Enclosures

0-25 ft.	free zone
>25-300 ft.	\$1.00 per ft.

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DIVER TENDERS

Wage	Benefit
\$47.55	\$16.05

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

The tender shall receive 2 hours at the straight time pay rate per shift for dressing and/or undressing a Diver when work is done under hyperbaric conditions.

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ELECTRICIANS

Wage	Benefit
\$38.86	\$17.75

Travel:
No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

0-18 mi. free zone
>18-60 mi. federal mileage rate/mi.

Per Diem
District 4
>60 mi. \$80.00/day
Per Diem in Big Sky and West Yellowstone \$125/day.

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IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

Wage	Benefit
\$33.95	\$24.50

Duties Include:

Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

Travel:
All Districts
0-45 mi. free zone
>45-85 mi. \$100.00/day
>85 mi. \$150.00/day

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IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

Wage	Benefit
\$33.95	\$24.50

Duties Include:

Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

Travel:
All Districts
0-45 mi. free zone
>45-85 mi. \$100.00/day
>85 mi. \$150.00/day

LINE CONSTRUCTION – EQUIPMENT OPERATORS

Wage	Benefit
\$38.56	\$17.93

Duties Include:

All work on substations

Travel:
No Free Zone
\$60.00/day

[↑ Back to Table of Contents](#)

LINE CONSTRUCTION – GROUNDMAN

Wage	Benefit
\$30.11	\$17.44

Travel:
No Free Zone
\$60.00/day

Duties Include:
All work on substations

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LINE CONSTRUCTION – LINEMAN

Wage	Benefit
\$50.35	\$19.54

Travel:
No Free Zone
\$60.00/day

Duties Include:
All work on substations

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MILLWRIGHTS

Wage	Benefit
\$40.49	\$18.84

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

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PAINTERS

Wage	Benefit
\$36.00	\$12.84

Zone Pay:
No zone pay established.

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PILE BUCKS

Wage	Benefit
\$34.50	\$14.07

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

Duties Include:
Set up crane; set up hammer; weld tips on piles; set leads;
insure piles are driven straight with the use of level or plum
bob. Give direction to crane operator as to speed, and
direction of swing. Cut piles to grade.

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TRUCK DRIVERS

	Wage	Benefit
Pilot Car Driver	\$28.21	\$12.57
Truck Driver	\$30.78	\$9.36

Zone Pay:
No zone pay established.

Truck drivers include but are not limited to:
Combination Truck and Concrete Mixer and Transit Mixer;
Dry Batch Trucks; Distributor Driver; Dumpman; Dump
Trucks and similar equipment; Dumpster; Flat Trucks;
Lumber Carriers; Lowboys; Pickup; Powder Truck Driver;
Power Boom; Serviceman; Service Truck/Fuel
Truck/Tireperson; Truck Mechanic; Trucks with Power
Equipment; Warehouseman, Partsman, Cardex and
Warehouse Expeditor; Water Trucks.

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CONTRACT COVER SHEET

This form is required for all procured contracts and must be completed before the contract is transmitted to the contractor/consultant. This form does not apply to grant awards, grant contracts, sub-awards, or intergovernmental agreements. Include this completed form as a standalone attachment in Novus when submitting the contract for approval.

- 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, attach documentation of procurement method used (e.g., limited solicitation summary form or copy of formal solicitation).
- Purchase is an exception from standard procurement procedures, per county policy: **YES** **NO**
 - If YES, provide 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 performance and payment bonds per 18-2-201, MCA? **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). Debarment/suspension checks are done in the System for Award Management (SAM; www.sam.gov), which requires a login to access. 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. If available, provide the contractor's Unique Entity Identifier (UEI) below; debarment/suspension checks are most easily completed with UEIs.

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:



Contract Between Lewis and Clark County and Steiner Thuesen, PLLC. (Dan Karlin)

Presented By:

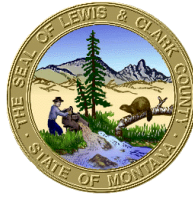
Summary:

The Commissioners will consider the contract with Steiner Thuesen, PLLC to complete the expansion master plan for Forestvale Cemetery. The total contract amount is not to exceed \$79,277 and the work is to be completed by January 2, 2027.

Legal Review Required:

ATTACHMENTS:

Description	Type
☐ Memo	Staff Report
☐ Contract	Contract
☐ Contract Cover Sheet	Contract



LEWIS AND CLARK COUNTY

Public Works Department

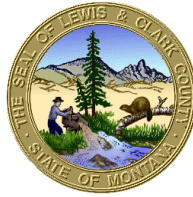
DATE: December 3, 2024
TO: Board of County Commissioners
FROM: Daniel Karlin, PE
RE: Contract with Steiner Thuesen, PLLC
Forestvale Cemetery Expansion Plan

In August of 2024, a request for proposals was advertised for a consultant to develop a master plan to expand the landscaped area of Forestvale Cemetery. The project will consist of planning and designing approximately 30 acres south and west of the existing cemetery.

Before you today is the contract with Steiner Thuesen to complete the expansion master plan. The scope of work includes general project management, site survey, stakeholder meetings, drainage assessment and recommendations, water availability analysis, development of conceptual layouts, final master plan development, cost estimates, and recommendations for phasing of construction and implementation. The scope of work will be completed by January 2, 2027 and Steiner Thuesen will be paid time and materials for a total contract amount not to exceed \$79,277.

Staff recommends approval of the professional services contract with Steiner Thuesen for an amount not to exceed \$79,277 and authorize the Chair to sign.

Daniel Karlin, PE
County Engineer
(406) 447-8034 Desk
(406) 447-8368



3402 Cooney Drive
Helena, MT 59602

dkarlin@lccountymt.gov

LEWIS AND CLARK COUNTY

Public Works Department

LEWIS AND CLARK COUNTY PROFESSIONAL SERVICES CONTRACT

An agreement made between Lewis and Clark County, a political subdivision of the State of Montana, herein referred to as "COUNTY", and Steiner Thuesen PLLC, herein referred to as "CONSULTANT", whose address is 1925 Grand Ave., Suite 105, Billings, MT, 59102, phone number is (406) 525-5545 x10, and Federal Employee Identification Number is 81-4351434.

THE PARTIES AGREE AS FOLLOWS:

1. EMPLOYMENT OF THE CONSULTANT: The COUNTY hereby employs CONSULTANT as an independent contractor to complete and perform Site civil and landscape architecture services needed for the Forestvale Cemetery Expansion Plan Project. The COUNTY reserves the right to choose key personnel that it feels are most suited to the specific task.
2. SCOPE OF SERVICES: The CONSULTANT will perform the Master planning, civil site design, and landscape architecture services as shown in the attached and incorporated Exhibit A, which lists the scope of services relating to the Forestvale Cemetery Expansion Plan Project.
3. INDEPENDENT CONTRACTOR: The parties agree that CONSULTANT is an independent contractor of the COUNTY and not an employee or agent of the COUNTY and is not entitled to workers compensation or any benefit of employment with the COUNTY. The COUNTY will not have control over the performance of this agreement by the CONSULTANT or its employees, except to specify the time and place of performance. The COUNTY will not be responsible for security or protection of the CONSULTANT'S supplies or equipment.
4. CONSULTANT SERVICES: The CONSULTANT will perform all services in a professional manner and consistently meet the standards of care for their profession. CONSULTANT will hold harmless the COUNTY from any loss or damage resulting from the actions of the CONSULTANT in those phases of the project to which this agreement applies. CONSULTANT acknowledges that it will be liable for any breach of this article.
5. LIAISON: The COUNTY's designated liaison with the CONSULTANT is Jenny Chambers, Public Works Director or their designee. The CONSULTANT's designated liaison with the COUNTY is Nathan Steiner.
6. EFFECTIVE DATE AND TIME OF PERFORMANCE: The CONSULTANT will commence work upon approval of this Contract by both parties and shall complete the described work by January 2, 2027.
7. COMPENSATION: For the satisfactory completion of the services described in Exhibit A the COUNTY will pay the CONSULTANT time and materials for a total sum not to exceed

Seventy Nine Thousand, Two Hundred Seventy Seven Dollars and No Cents (\$79,277.00). CONSULTANT shall submit monthly invoices to the COUNTY based on Exhibit B, Schedule of Billing Rates. The COUNTY shall pay invoices within 30 days of invoice date.

8. CONFLICT OF INTEREST: The CONSULTANT 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 CONSULTANT further covenants, that in performing this Contract, it will employ no person who has any such interest.
9. 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 CONSULTANT may not subcontract or assign its rights, including the right to compensation, or duties arising hereunder without the prior written consent of the COUNTY. Any subcontractor or assignee will be bound by all of the terms and conditions of this contract.
10. OWNERSHIP AND PUBLICATION OF MATERIALS: All reports, information, data, and other materials prepared by the CONSULTANT 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 by the CONSULTANT for the specific purpose intended will be at the COUNTY's sole risk and without liability or legal exposure to the CONSULTANT. 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.
11. INDEMNIFICATION: CONSULTANT and the COUNTY shall indemnify and hold each other harmless from and against all claims, liabilities, actions, damages and expenses, including reasonable attorneys' fees, related to or arising out of their respective intentional malfeasance or negligent performances in connection with the work described in this Contract.
12. INSURANCE: CONSULTANT shall maintain general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence (minimum) and two million dollars (\$2,000,000.00) aggregate. CONSULTANT also shall maintain workers compensation insurance. Both general liability and workers compensation insurance must be from an insurance carrier licensed to do business in the State of Montana. CONSULTANT agrees to furnish proof of insurance 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.
13. COMPLIANCE WITH LAWS: CONSULTANT shall comply with all federal, state, and local laws, rules and regulations.

- 14. NONDISCRIMINATION: The CONSULTANT 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.
- 15. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: Performance of this contract is in Lewis and Clark County of Montana and venue for any litigation arising from performance of this contract 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.
- 16. 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.
- 17. TERMINATION: Either party may terminate this agreement upon thirty (30) days written notice to the other party. In the event of termination, the CONSULTANT will be compensated for services performed prior to termination. This does not include any compensation for anticipated profit on the value of services not performed.

COUNTY:

CONSULTANT:

Date: _____

Date: Nov. 20, 2024

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

[Signature]
 Nathan Steiner
 Owner
 Steiner Thuesen

ATTEST:

State of Montana
 County of Yellowstone

 Amy Reeves, Clerk and Recorder

This instrument was acknowledged before me on 11/20/2024 [date] by Nathan Steiner as Owner of Steiner Thuesen.

(Seal)

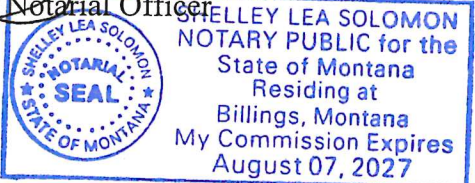
[Signature]
 Signature of Notarial Officer
 (Seal) 

EXHIBIT A - SCOPE OF SERVICES FORESTVALE CEMETERY EXPANSION PLAN

PROJECT UNDERSTANDING

We are pleased to provide the following Scope of Work to develop the expansion plan for the Forestvale Cemetery located in Lewis and Clark County. The initial scope of work covers the development of the expansion master plan. Preparation of construction documents and construction period services will be addressed as future phases of the project.

The following key points represent our understanding of the project based on the information contained in the RFP and the original scoping meeting on October 9, 2024.

- Planning and design of a 30 acre +/- expansion of the existing cemetery. The expansion area will be south and west of the existing cemetery.
- The expansion area will tie into the existing cemetery roadways, etc. as appropriate and as determined through the planning process.
- The master plan will include graphic representations of the overall site with detail sheets as needed. A brief summary report can be provided to document the master plan if needed.
- Probable quantities and opinion of probable cost will be provided for the final master plan.
- Geotechnical investigation and formal Environmental evaluation were deemed not to be included.
- Permit and review fees will be paid for by Lewis and Clark County.
- Tasks not included in our scope of work will not be performed prior to authorization from Lewis and Clark County.

The design process will be comprised of several components to develop initial concept plans and final master plan for the expansion area. We will work with you throughout the planning process to provide the background information for decisions necessary to successfully complete the master plan.

1. Mapping

- a. Following receipt of a notice to proceed, any digital information available from the cemetery or county will be imported into our CAD system for use in the planning process and to document existing conditions.
- b. The cemetery will provide a legible, hard copy plot layout plan showing the grave layout of the existing cemetery.
- c. Survey and mapping within the project limits will be conducted as necessary to facilitate project design. The project will be referenced to the Helena Low Distortion Projection Coordinate System. Mapping will include existing property boundaries, right-of-way, site topography (1' contours), shallow underground (excluding private) and municipal utilities, permanent improvements, and other features critical to the project. Additionally, a survey grade ortho photo will be produced to aid in project design analysis and stakeholder coordination. No boundary monuments will be set, nor retracement surveys filed as a part of this survey.
 - i. Utility locates will be conducted by OneCall.
 - ii. Portions of the existing grave plot layout immediately adjacent to the proposed expansion area will be digitized for use in the planning process.

2. Project Kick-off Meeting

- a. We will meet with stakeholders to review the project requirements and create a formal program that will guide the project. The Cemetery Board and Historic Preservation Committee will play a key role in this process. The program will include key elements of the expansion plan that will ensure that the unique character of the cemetery grounds is maintained and expanded upon as the cemetery continues to

develop. It will also need to ensure that the expansion fulfills any historic preservation requirements that may be associated with the designation as a historic place.

- b. We will visit the site to document existing conditions and familiarize ourselves with both on-site and adjacent off-site land use.
- c. We will review available documents and collect information while on-site to document the site context.
- d. An inventory and analysis of the site will be developed to assess existing conditions. The results will aid in the planning and decision making process throughout the project. The following will be reviewed and /or accomplished:
 - i. Surrounding land uses.
 - ii. Stormwater and permitting requirements.
 - iii. Spatial organization.
 - iv. Vehicular and pedestrian circulation and access.
 - v. Existing pedestrian facilities.
 - vi. Existing roadways that may need reconstruction.
 - vii. Signage
 - viii. Utilities
 - ix. Easements
 - x. Lighting, if present.
 - xi. 10 – 15 test holes will be dug on the expansion area to review subsurface conditions. We will provide recommended locations for the Cemetery to perform excavation of test holes 6’ – 10’ deep. While on site, we will document topsoil and subgrade conditions.
 - xii. Collect soil and water samples for testing.
 - xiii. Perimeter fencing and gateways related to the expansion area.
 - xiv. Drainage systems related to the currently developed and expansion area.
 - xv. The irrigation distribution system will be evaluated for extension into the expansion area as will existing water availability. Water use projections will be developed.
 - xvi. The existing groundwater cistern will be evaluated and flow tested to determine potential yield. Stahly plans to complete this in-house unless the cistern review reveals an unusual configuration that would require a well driller or similar.

3. Concept Development

- a. Information gathered during the site visit along with ideas and thoughts discussed during the kick-off meeting will be used to create concept plans for review and comment.
- b. Two or three initial concept plans will be developed to work out and illustrate the proposed cemetery expansion elements on the site including:
 - i. New facilities and features
 - ii. Roadways
 - iii. Parking
 - iv. Potential secondary site access point.
 - v. Different burial types.
 - vi. Grave lots, blocks, and sections.
 - vii. Walkways and alleys, grave access.
 - viii. Connections to existing roads, walkways, alleys, etc.
 - ix. Seating areas, shelters, etc.
 - x. Columbarium locations.
 - xi. Special memorial locations.
 - xii. Conceptual earthwork.
 - xiii. Conceptual landscaping, including trees massing.
 - xiv. Fencing

- xv. Lighting, if needed.
 - xvi. Signage
 - xvii. Conceptual stormwater management.
 - xviii. Etc.
 - c. Concepts will be presented for review and comment.
 - d. Review comments will be incorporated into a final concept design.
4. Master Plan Development.
- a. Concepts will be refined into a single master plan with color graphics, making refinements as needed to address your review comments.
 - b. A master plan level cost estimate will be developed.
 - c. We will work with key stakeholders to determine the most appropriate phasing options based on funding availability, current need for additional burial space, and existing infrastructure identified in need of repair/replacement.
 - d. The pre-final master plan graphics, estimate and report will be submitted for your review.
 - e. Review comments will be addressed and the master plan finalized and submitted.
 - f. The concept and master plan development will be streamlined to provide the information necessary to make decisions and recommendations. The bulk of the information will be provided on the drawings with a simple summary report to document the master plan if deemed necessary.
5. Anticipated Travel and Meetings
- a. Kick-off meeting and site visit. (1 trip)
 - b. Presentation of concept plans. (1 trip)
 - c. Presentation of pre-final master plan. (1 trip)

**EXHIBIT B – SCHEDULE OF BILLING RATES
FORESTVALE CEMETERY EXPANSION PLAN**

TIME & MATERIAL FEE BREAKDOWN

<i>Master Planning (Budget)</i>		<i>FEE:</i>
1	Mapping	\$ 16,184.00
2	Project Kick-off Meeting	\$ 14,704.00
3	Concept Development	\$ 27,982.00
4	Master Plan Development	\$ 20,407.00
Total		\$ 79,277.00

2024 BILLABLE RATES STEINER THUESEN PLLC

<u>LABOR</u>	<u>UNIT</u>	<u>RATE</u>
Principal	Hrs	\$122.00
Golf Course Architect	Hrs	\$122.00
Senior Landscape Architect	Hrs	\$113.00
Landscape Architect	Hrs	\$70.00
Landscape Designer	Hrs	\$66.00
CAD Drafting	Hrs	\$70.00
Clerical	Hrs	\$50.00
GPS/GIS Technician	Hrs	\$107.00
<u>COMMON EXPENSES</u>	<u>UNIT</u>	<u>RATE</u>
Mileage - automobile	Mi	\$0.74
Mileage - 4x4 field vehicle	Mi	\$1.50
Airfare	RT	cost + 10%
Rental car	Day	\$107.00
Motel (Idaho)	night	\$124.00
Motel (Montana)	night	\$170.00
Motel (Wyoming)	night	\$170.00
Meals (per diem)	day	\$46.00
Soil test & recommendation	EA	\$377.00
Water chemistry test & recommendation	EA	\$175.00
Photography	roll	\$40.00
Laser prints - black (8-1/2 x 11")	EA	\$0.39
Laser prints - color single side (8-1/2 x 11")	EA	\$0.50
Laser prints - color duplex (8-1/2 x 11")	EA	\$0.93
Laser prints - black & white (11x 17")	EA	\$1.00
Laser prints - color (11x 17")	EA	\$2.00
D size plot - BOND	EA	\$8.00
E size plot - BOND	EA	\$11.00
D size plot - FULL COLOR BOND	EA	\$24.00
E size plot - FULL COLOR BOND	EA	\$33.00
E size plot - FULL COLOR/SPECIAL PAPER	EA	\$50.00
Xerox bond (up to 36"- same size)	SF	\$0.57
Xerox copies (8-1/2 x 11")	EA	\$0.31
Color copies (8-1/2 x 11")	EA	\$2.68
Oversize scanning	SF	\$1.51
CD-ROM 650 MB	EA	\$20.00
DVD 4.7 GB	EA	\$32.00
Miscellaneous art supplies	LS	cost + 10%
Foam core mounting	SF	\$14.45
Clear UV gloss laminate	SF	\$10.32
Postage/shipping	LS	cost + 10%
<i>Rates for labor and expenses are subject to adjustment in January of each year.</i>		

Stahly Engineering & Associates, Inc

Labor Description	Labor Code	Rates/Hour
<i>Professional Engineer 6</i>	EPE6	\$186.00
<i>Professional Engineer 5</i>	EPE5	\$180.00
<i>Technical Designer 7</i>	ETD7	\$149.00
<i>Survey Intern 1</i>	LSI1	\$103.00
<i>Professional Land Surveyor 2</i>	LPS2	\$138.00
<i>Professional Land Surveyor 3</i>	LPS3	\$146.00



CONTRACT COVER SHEET

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- 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, attach documentation of procurement method used (e.g., limited solicitation summary form or copy of formal solicitation).
- Purchase is an exception from standard procurement procedures, per county policy: **YES** **NO**
 - If YES, provide 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 performance and payment bonds per 18-2-201, MCA? **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). Debarment/suspension checks are done in the System for Award Management (SAM; www.sam.gov), which requires a login to access. 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. If available, provide the contractor's Unique Entity Identifier (UEI) below; debarment/suspension checks are most easily completed with UEIs.

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:



Grant Award Between Lewis and Clark County and the Montana Department of Transportation. (Dan Karlin)

Presented By:

Summary:

The Commissioners will consider the grant award from the Montana Department of Transportation of SB536 Discretionary Funds in the amount of \$255,000 for work on the Craig Bridge abutments and the Nelson Road/Beaver Creek Bridge superstructure. There is no required match and the term of the agreement is ten years.

Legal Review Required:

**LEWIS AND CLARK COUNTY
GRANTS APPROVAL FORM**

Grant name:	2024 BRIDGE REPAIR - UPN 10627000		
Grant/Contract number:	UPN10627000		
Funding source:			
Federal Agency:	No		
State Agency:	Montana Department of Transportation		
ARRA funding?	No		
Award amount:	255,000.00		
Hard Match required:	No		
Soft Match required:	No		
Indirect Cost Rate amount:	0		
Grant/Contract Period:	Start:	12/3/2024	End: 11/30/2034
Catalog of Federal Domestic Assistance number:	NA		

Separate fund needed for accounting purposes? Yes

Is this project in the current fiscal budget? No
If no, fill out and attach supplemental budget amendment form.

Are non federal assets (>\$15,000) going to be purchased? No

Are federal assets (>\$5,000) going to be purchased? No

Does Grant/Contract require interest to be earned? No

Grant/Contract based on: a reimbursement

Contact Person/Phone number: Audra Zacherl

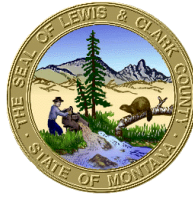
County Department: Public Works

County Assigned Project number:

Salaries to be paid by grant? No

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Memo	Contract
<input type="checkbox"/> Project Specific Agreement	Contract



LEWIS AND CLARK COUNTY

Public Works Department

DATE: December 3, 2024

TO: Board of County Commissioners

FROM: Daniel Karlin, County Engineer

RE: The grant award of SB 536 Discretionary Funds (Quick Fix Repairs) from the Montana Department of Transportation

Before you today is an award from the Montana Department of Transportation (MDT) of SB 536 discretionary grant funds.

In October, two applications were submitted for SB 536 Discretionary Grant funds that were available on a first-come, first-served basis for quick fix repairs. The first submission was for repairs to the Craig River Bridge abutments. The second submission was for funds to replace the Nelson Road/Beaver Creek Bridge superstructure. MDT has selected both projects as a single award.

This grant, if accepted by the Board of County Commissioners, will provide \$150,000 for the Craig River Bridge Project and \$105,000 for the Nelson Road/Beaver Creek Bridge Project. There is no required match. This grant funding was not anticipated when preparing the FY25 budget and will be addressed in a budget amendment.

Recommendation: Staff recommends that the Board of County Commissioners approve the SB536 grant award from MDT for \$255,000 and that the Board Members sign the grant agreement.

Project Specific Agreement

Local Road and Bridge Account

NBI Bridge Number L25013000+03001 and L25103007+08001
2024 BR REPAIR - L&C COUNTY
UPN 10627000

This Project Specific Agreement (Agreement) is made and entered into by and between the County of Lewis and Clark (Local Agency), and the Montana Department of Transportation (MDT, Department, or State) (herein referred to, collectively, as the Parties). This Agreement establishes the responsibilities and duties of the Parties with respect to project activities defined in Appendix A, and incorporated herein by this reference, for repair of off system bridge number (NBI) L25013000+03001 and L25103007+08001, within Lewis and Clark County (Project).

Whereas, the Project will be accomplished through Uniform Project Number 10627000. The Project is located on Route L-25-13 and L-25-103 (locally known as Bridge Street and Nelson Road, respectively), beginning at RP 0.1 and 7.9, respectively, and ending at RP 0.3 and 8.1, respectively, on bridge # L25013000+03001 and L25103007+08001 respectively (Bridge).

Whereas, State funds will be used to reimburse the Local Agency for the construction costs and/or repairs related to the Project, provided the repairs are completed in accordance with the recommendations provided in Appendix A; 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 Local Agency; and,

Whereas, costs necessary to complete the Project shall be funded by the State of Montana's Local Road and Bridge Account in the state special revenue fund and in accordance with Mont. Code Ann. § 15-70-132; and,

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

Whereas, the Local Agency agrees to maintain or cause to be maintained, the existing and newly repaired Bridge, as set forth in more detail herein; and,

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

Now, therefore, the Parties agree as follows:

ARTICLE I. GENERAL OBLIGATIONS OF MDT

1. MDT has provided Local Agency with the Department's recommendations for the work to be performed on the Project, as set forth in Appendix A (MDT's Recommendations).
2. MDT will perform Montana Environmental Policy Act (MEPA) analysis based upon the submitted environmental checklist (MDT-ENV-006) and any supplied supporting documentation, including environmental permits, consultations, and public involvement/notification. MDT Environmental Services will contact the Local Agency if additional information or clarification is required to complete the environmental review. MDT will issue a signed Environmental Checklist upon completion of the environmental review.
3. Upon completion of the Project, and MDT's receipt of the Certification of Completion (defined below) from the Local Agency, MDT will provide a one-time, lump-sum payment, to the Local Agency, as set forth in Articles II and III herein. Nothing in this Agreement is to be construed as creating any obligation, commitment, or undertaking of either the State of Montana or the Department to provide additional funding or assistance beyond that which is explicitly provided in the Funding Table.

ARTICLE II. GENERAL OBLIGATIONS OF THE LOCAL AGENCY

1. The Local Agency will coordinate with MDT to ensure the Project scope aligns with MDT's Recommendations.
2. The Local Agency will provide any required public participation/notification and will submit documentation of these activities to MDT for MEPA review.
3. The Local Agency will complete an MDT form environmental checklist (form MDT-ENV-006, available on MDT's website), along with any required supporting documentation, and submit to MDT for review and subsequent MEPA activities.
4. The Local Agency must obtain and maintain all federal, state, local, and tribal permits or other permits of any type or nature required by a governing authority. Copies of all permits and consultation documentation must be provided to MDT.
5. The Local Agency shall be responsible for complying with MEPA and all other applicable federal, state, local and tribal environmental laws, rules, and regulations.
6. The Local Agency will not begin construction on the Project prior to MDT approval to commence work, prior to obtaining all required permitting, prior to any required environmental consultations, or prior to the completion of the MEPA process.
7. The Local Agency is responsible for the design and construction of the Project.
8. The Local Agency agrees to conform in all regards to Mont. Code Ann. Title 61, Chapter 8, and shall not take any action by enacting an ordinance or otherwise, in contradiction of the traffic regulations set forth therein.
9. The Local Agency agrees to continue to own, operate, and maintain the Bridge for the duration of and upon completion of the Project, at no cost to MDT.

10. The Local Agency will continue to be responsible for issuing all future encroachment and approach permits relating to the Bridge and the Project.
11. The Local Agency agrees to submit a Certification of Completion certifying that the Project was completed in accordance with MDT's Recommendations in addition to the Local Agency's request for payment. The Local Agency shall also submit to MDT all relevant documentation verifying the accuracy of the actual costs incurred in completing the Project. The Certification of Completion, the request for payment, and all related documentation shall be sent within ninety (90) days from completion of the Project to:

Montana Department of Transportation
Attn: Ryan Dahlke
PO Box 201001
Helena, MT 59601
rdahlke@mt.gov

12. In the event Local Agency completes the Project in a manner that is materially inconsistent with MDT's Recommendations and/or the scope and type of work permitted by Senate Bill 536, Local Agency acknowledges and agrees MDT has the discretion to deem the Project ineligible for funding and deny Local Agency reimbursement, as set forth in Article III below, for the Project.

ARTICLE III. FUNDING

1. The costs necessary to complete the Project shall be funded by the State of Montana's Local Road and Bridge Account in the state special revenue funds and in accordance with Senate Bill 536, and subject to other terms and conditions of this Agreement.
2. Upon completion of the Project and MDT's receipt of the Certification of Completion from the Local Agency, and all related documentation, a request for reimbursement may be submitted to MDT for a one-time, lump-sum payment not to exceed the total cost estimate set forth in the Funding Table below. Reimbursement may only be for actual costs incurred, up to the amount designated as "Total Cost" in the Funding Table.
3. The Local Agency is responsible for 100% of non-eligible costs and for the payback of state funds expended on non-eligible elements of the Project, if required. If payback is required, the payment(s) must be sent to MDT's Administration Division at:

Montana Department of Transportation
Attention: Collections
2701 Prospect Avenue
P.O. Box 201001
Helena, MT 59620-1001

4. The Local Agency will inform MDT as soon as possible of any circumstances that may result in a cost increase relating to the Project.
5. If payment is not made by the Local Agency within the thirty (30) day period, interest on the unpaid amount will accrue at the rate of 10% per year and continue to accrue until paid in full.
6. MDT will not participate in any future funding Agreement with the Local Agency until full payment, including any interest, is received from the Local Agency.
7. The Parties acknowledge and agree that the cost estimate(s) set forth in the below Funding Table are estimated costs of the Project's construction only and actual costs related to completion of the Project may exceed the estimated costs set forth therein. MDT's reimbursement to the Local Agency for Project costs shall not exceed the estimated costs unless the Parties mutually agree otherwise in writing.

FUNDING TABLE

DESCRIPTION OF WORK	COST ESTIMATE
Engineering and Construction (both bridges combined)	\$255,000
Total Cost	\$255,000

ARTICLE V. GENERAL TERMS AND CONDITIONS

1. **Term** – The term of this Agreement shall be ten (10) years.
2. **Termination** – This agreement may be terminated at any time based upon mutual written consent of the Parties. If the agreement is so terminated prior to fulfillment of the terms stated herein, the Local Agency shall be reimbursed only for actual costs incurred to the date of termination not to exceed the estimated costs set forth in the Funding Table.
3. **Hold Harmless & Indemnification**
 - a. The Local Agency 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 Local Agency'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 Local Agency, 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 Local Agency, 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 Local Agency.

4. 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 Local Agency 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.

5. 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.
6. 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.
7. 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.
8. Non-Discrimination – The Local Agency will require that during the performance of any work arising out of this Agreement the Local Agency, for itself, assignees, and successors shall comply with all applicable non-discrimination regulation set forth in Attachment B attached hereto and made part of this Agreement.
9. 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.
10. Audit – The Local Agency 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 Local Agency maintains in connection with this Agreement.
11. 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.
12. Representatives

- a. Local Agency's Representative: The Local Agency's Representative for this Agreement shall be the Local Agency's Manager or designee or such other individual as Local Agency shall designate in writing. Whenever approval or authorization from or communication or submission to Local Agency is required by this Agreement, such communication or submission shall be directed to the Local Agency's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when Local Agency's Representative is not available, MDT may direct its communication or submission to other designated Local Agency personnel or agents.
 - b. MDT's Representative: The MDT Representative for this Agreement shall be the Preconstruction Engineer 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, Local Agency may direct its direction or communication or submission to other designated MDT personnel or agents.
13. 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.
14. Access and Retention of Records – The Local Agency agrees to provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine compliance with the Agreement. The Local Agency agrees to create and retain records supporting this Agreement for a period of three (3) years after the completion date of the Agreement or the conclusion of any claim, litigation or exception relating to the State of Montana or a third party.

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

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

By _____
Montana Department of Transportation

_____ Date

Approved for Legal Content

Approved for Civil Rights

COUNTY OF Lewis and Clark

County Commissioner

County Commissioner

County Commissioner

Attest:

Clerk

APPENDIX A

Bridge 3365 (L25103007+08001)

Superstructure replacement.

Bridge 3358 (L25013000+03001)

The work will include removing and replacing a section of failed SCI panels, installing a corbel on the abutment, a six-foot-long approach slab, a sleeper footing, and a pre-compressed joint filler. The project will also replace the concrete sidewalk on the approach

**ATTACHMENT B: 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.



Agreement Between Lewis and Clark County and Montana Internet Corporation. (James Thomas)

Presented By:

Summary:

The Commissioners will consider a non-exclusive right to use agreement with Montana Internet Corporation (MIC) that will allow the sharing of existing conduits for the purpose of installing MIC owned fiber optic cable. As compensation for the use of the conduit space MIC is offering to upgrade the City and County's Internet Service to fiber and waive the charges for the life of the agreement.

Legal Review Required:

ATTACHMENTS:

Description	Type
□ Staff Memo	Staff Report
□ Non-Exclusive Right to Use Agreement	Agreement

James Thomas
Director
(406) 447-8340 Desk



City County Building
316 N. Park Ave Rm 211
Helena, MT 59623
jthomas@lccountymt.gov

LEWIS AND CLARK COUNTY

Information Technology & Services

Date: December 03, 2024

To: Board of County Commissioners

From: James Thomas, Director

Re: Non-Exclusive Right to Use Agreement (Conduit Sharing)

Before you this morning is a proposal for a non-exclusive right to use agreement for sharing conduit space between Lewis and Clark County and Montana Internet Corporation (MIC). This agreement allows MIC to install their own fiber optic cable inside existing conduits owned by this organization that are already buried in the ground. For the use of the conduit space MIC is offering to upgrade our primary Internet service from our current microwave technology to a fiber optic connection and also waive the cost for our Internet service for the life of the agreement, this will constitute roughly a \$10,000 per year savings based on market value.

Both the City and County legal teams have reviewed the agreement as well as County Procurement.

Staff recommends approval of the non-exclusive right to use agreement and authorize the chair to sign.

**FIBER OPTIC RIGHT TO USE AGREEMENT BY AND BETWEEN
COUNTY OF LEWIS & CLARK , MONTANA AS GRANTOR**

AND

MONTANA INTERNET CORPORATION AS GRANTEE

THIS FIBER OPTIC RIGHT TO USE AGREEMENT together with any attached exhibits (collectively the "Agreement") is entered into by and between the County of Lewis & Clark, Montana ("RTU Grantor", or "the County"), and Montana Internet Corporation, ("RTU Grantee") or ("MIC"), a Montana corporation with its principal place of business located in Helena, Montana. The RTU Grantor and RTU Grantee may be referred to herein individually as a "Party" or collectively as the "Parties."

BACKGROUND

A. MIC has, for many years, provided certain internet service to the County by way of wireless technology. At this time, MIC desires to develop a broadband fiber optic network backbone connecting locations throughout downtown Helena, including the City/County Building (CCB).

B. The parties desire to change the nature and terms of any prior agreements between the parties in order to provide the County with fiber optic internet service, while maintaining the existing wireless service as a backup.

C. MIC further desires to acquire non exclusive access to certain County owned fiber conduit lines in exchange for providing fiber internet service to the County, with wireless backup, as set forth in this Agreement.

DEFINITIONS

The following terms are used in this RTU:

A. "Effective Date" is first day of the month following approval of this Agreement by the Lewis and Clark Board of County Commissioners

B. "Fiber" means a glass strand or strands which is/are used to transmit a communication signal along the glass strand in the form of pulses of light.

C. "Fiber Optic Cable" or "Cable" means a collection of fibers with a protective outer covering.

D. "Right To Use Agreement" or "RTU" means an right to use the RTU Conduit, provided, however, that granting of such RTU does not convey legal title to the RTU Conduit.

E. "RTU Conduit" means one of the County's unused fiber optic conduits and connected vaults and/or splice points between the Civic Center and the City County Building (CCB), and one of the County's unused fiber optic conduits and connected vaults and/or splice points between the CCB and the Courthouse vault on Warren Street.

F. "County Right of Way" means the real property, including all fee simple, easements, access rights, rights of use and other interests, owned and/or operated by the County.

In consideration of their mutual promises, the Parties expressly agree as follows:

ARTICLE I

LICENSES

Section 1.1 RTU Grant. MIC desires to obtain an RTU for the RTU Conduit consisting of the non-exclusive use of one of the County's unused fiber optic conduits and connected vaults and/or splice points between the Civic Center and the City County Building (CCB), and one of the County's unused fiber optic conduits and connected vaults and/or splice points between the CCB and the Courthouse vault on Warren Street. In consideration of the promises by MIC in this Agreement, the County grants an RTU to MIC for the non-exclusive use of RTU Conduit and associated termination hardware and connected vaults identified above. The County shall deliver to MIC the non-exclusive right to use its RTU Conduit, including, but not limited to, handholes, splice enclosures, connected vaults, and related equipment but excluding any electronic or optronic equipment. MIC shall be entitled to use the RTU Conduit for any lawful purposes subject to (I) agreeing to be bound by all laws and regulations and (ii) otherwise complying with the terms and conditions of this Agreement.

Section 1.2 License to County's Facilities. Subject to the terms and conditions of this Agreement, County hereby grants to MIC a license to access and use the RTU Conduit for the installation of optical fiber cable and the operation, maintenance and repair of MIC's installed fibers thereafter.

Section 1.3 Use of County Property. Notwithstanding anything contained to the contrary in this Agreement, the Parties acknowledge and agree that nothing contained in this Agreement shall operate to limit, interfere with, or otherwise

adversely affect each Party's right to manage.

Section 1.4. Access. MIC is hereby granted a license to have access to the County's locations 24/7/365, with an escort, for ongoing monitoring and maintenance of the radio and fiber links that are the subject of this agreement. The term "escort" is defined as a representative of the City of Helena / Lewis and Clark County IT&S department assigned by the department.

ARTICLE II

EFFECTIVE DATE AND TERM

Section 2.1. MIC shall be entitled to use the RTU Conduit granted by the County upon the Effective Date. The term of this Agreement shall be for three consecutive five year periods. At the end of the first five year period, either party may cancel the agreement by giving a five year notice of the parties intention to cancel the agreement, in which event the agreement will terminate at the end of ten years. If neither party exercises this option to terminate the agreement at ten years, the agreement will terminate at the end of fifteen years.

Section 2.2. With regard to the internet service provided to the County in Article III, the term applicable to such service is fifteen (15) years. However, the County shall have the right to terminate the internet service provisions of Article III on the last day of each five year anniversary of this agreement upon giving MIC 60 days advance written notice. Such notice will not be required at the expiration of the 15 year term.

Section 2.3. The effective date of this Agreement shall be the first day of the month following approval of this Agreement by the Lewis and Clark Board of County Commissioners. If the County Commissioners fail to approve this Agreement, the Agreement shall be void.

ARTICLE III

LICENSE COMPENSATION

As compensation for the installation of its Cable and the use and access to the RTU Conduit between the above described locations, MIC agrees to compensate the County as follows:

A. MIC has provided the County with a 1Gbps X 1Gpbs wireless data connection between the CCB, located at 316 N Park, Helena, MT and MIC's main distribution site at 1424 National Avenue, Helena MT. This connection has been provided by way of wireless technology that has

included such radio pairs as are necessary to provide the bandwidth set forth herein. The County shall continue to be entitled to use the Connection for the transfer of data to and from the internet subject to the terms of this Agreement. Radios sufficient to provide the connection have been installed on the roof of the CCB at a mutually agreeable location on the roof. In addition, MIC has installed radios sufficient to provide a redundant connection at such other locations as are necessary to provide the agreed bandwidth. MIC will not utilize these radios to distribute internet access to its customers. The radios are only to provide connectivity and redundancy to the CCB and the County's network. Upon the execution of this agreement all charges that have heretofore been charged for this internet connection will be suspended during the term of this Agreement in consideration of the conduit access provided to MIC above.

B. In addition, MIC agrees to provide the County with a 1Gbps X 1Gbps fiber internet connection to the County's network with the point of demarcation being the County's fiber cable at the Civic Center, along with the existing 1Gbps X 1Gbps RF links at both the CCB and the Civic Center to serve as redundant connections at no charge to the County. In the absence of unanticipated construction delays, and adverse weather conditions and/or delay in approval of this Agreement, MIC will endeavor to complete the fiber optic circuit and turn it over to the County during MIC's 2024 construction season.

C. In the interest of providing additional public and community benefits, MIC agrees that it will use its best efforts to connect the County's fiber network with the DES Dispatch, the County Landfill, the Waste Water Treatment plant and any other reasonable County locations by way of fiber optic technology if reasonably possible. Any such services will be priced at a substantial discount to be determined prior to any construction. The parties agree to memorialize any such additional locations by way of a written addendum to this agreement.

D. The internet connections provided by MIC can only be utilized for lawful purposes. Except for data required by official County duties, including but not limited to law enforcement duties, the transmission of any material in violation of any local, state, national, or international law or regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be illegal, threatening or obscene, material protected by trade secret, or material that is otherwise deemed to be proprietary or judged by Grantee to be inappropriate or improper such as bulk e-mail messages. If the County violates the terms of this paragraph, MIC may temporarily terminate service, without notice, without liability to MIC. MIC reserves the right to reasonably monitor the

County's internet traffic, to ascertain compliance with the terms of this paragraph.

E. MIC reserves the right to terminate service to the County if the County damages or degrades the MIC's network for any reason, intentional or otherwise. Since degradation of the MIC's network can occur because of excessive use of bandwidth or the creation of packet storms, viruses, or any other such cause, MIC shall have the right to take any preventative measures it deems necessary to protect the network from such degradations including, but not necessarily limited to, temporary interruption of service. In such an event, MIC will use its best efforts to provide notice to the County of any issues covered by this paragraph and provide the County with a reasonable time to remedy the situation. The County agrees to provide MIC with contact information for County personnel to notify in the event of any such issues.

/ARTICLE IV

INSTALLATION, MAINTENANCE AND REPAIR

Section 4.1 Installation. MIC shall be fully responsible for installing the Cable and all equipment necessary to connect MIC's Cable to its fiber optic network.

Section 4.2 Maintenance and Repair. MIC shall be fully responsible for maintaining and repairing the Cable installed in the RTU Conduit and all of its equipment used to connect MIC's Cable to network equipment, splice enclosures, or vaults.

Section 4.3 . MIC shall be responsible for all costs associated with its installation, maintenance and repair of the Cable and the equipment set forth in this Agreement.

ARTICLE V

SPLICING

MIC shall be responsible for the cost of the initial splicing of MIC's Fibers at the Optical Splice Points or vaults and any additional splicing equipment that it requests or requires.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

Section 6.1 MIC warrants that its respective use of the RTU Conduit shall comply with all applicable governmental codes, ordinances, laws, rules, regulations and/or restrictions.

Section 6.2 The County represents and warrants that it has the right to grant this RTU in the RTU Conduit.

ARTICLE VII

LIABILITY; INDEMNIFICATION

Section 7.1 Neither County nor MIC shall be liable to the other for any indirect, special, punitive or consequential damages arising under this Agreement or from any breach or partial breach of the provisions of this Agreement or arising out of any act or omission of either Party hereto, its directors, officers, employees, servants, contractors and/or agents.

Section 7.2 MIC assumes, releases and agrees to indemnify, defend, protect and save County (including its officers, agents, representatives and employees) harmless from and against any claim, damage, loss, liability, injury, cost and expense (including reasonable attorney's fees and expenses) in connection with any loss or damage to any person or property arising out of or resulting in any way from the acts or omissions to act, negligence or willful misconduct of MIC, its directors, officers, employees, servants, contractors and/or agents in connection with the exercise of its rights and obligations under the terms of this Agreement.

The County assumes, releases and agrees to indemnify, defend, protect and save MIC (including its officers, agents, representatives and employees) harmless from and against any claim, damage, loss, liability, injury, cost and expense (including reasonable attorney's fees and expenses) in connection with any loss or damage to any person or property arising out of or resulting in any way from the acts or omissions to act, negligence or willful misconduct of the County, its directors, officers, employees, servants, contractors and/or agents in connection with the exercise of its rights and obligations under the terms of this Agreement.

Section 7.3 Nothing contained herein shall operate as a limitation on the right of either Party hereto to bring an action for damages, including consequential damages, against any third party based on any acts or omissions of such third party as such acts or omissions may affect the construction, operation or use of the Fiber, Cable, or RTU Conduit; provided, however, that (a) the Parties to this Agreement shall not have any claim against the other Party for indirect, incidental, special, punitive or consequential damages (including, but

not limited to, any claim from any customer for loss of services), and (b) each Party hereto shall assign such rights or claims, execute such documents and do whatever else may be reasonably necessary to enable the injured party to pursue any such action against such third party.

ARTICLE VIII

FORCE MAJEURE

The obligations of the parties hereto are subject to force majeure and neither Party shall be in default under this Agreement if any failure or delay in performance is caused by strike or other labor dispute; accidents; acts of God; fire; flood; earthquake; lightning; unusually severe weather; material or facility shortages or unavailability not resulting from such Party's failure to timely place orders therefor; lack of transportation; acts of any governmental authority; condemnation or the exercise of rights of eminent domain; war or civil disorder; or any other cause beyond the reasonable control of either Party hereto. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

ARTICLE IX

TERMINATION; EFFECT OF TERMINATION

Section 9.1 This Agreement shall terminate upon the first to occur of the following:

A. Upon written notice from either Party to the other if a default occurs that is not cured within the time allowed hereunder or an event of default occurs under Section 10.2.

B. Upon expiration of the term of this Agreement.

Section 9.2 If this Agreement terminates under Section 9.1 A, the non-defaulting party shall not have any liability to the defaulting party, and the defaulting party shall be liable for such damages to the non-defaulting party as the nondefaulting party may establish in a court of law. If this Agreement terminates under Section 9.1 B, neither Party shall have any liability to the other Party for the use of the RTU Conduit.

Section 9.3 Upon termination of this Agreement for any reason, MIC shall cease to have any rights to the RTU Conduit or other rights under this Agreement or any obligations under this Agreement except for obligations under this Section

and any other obligations that arose prior to such termination.

ARTICLE X

DEFAULT

Section 10.1 Neither Party shall be in default under this Agreement unless and until the other Party shall have given the defaulting party written notice of such default and the defaulting party shall have failed to cure the default within thirty (30) days after written receipt of such notice; provided, however, that where a default cannot be reasonably cured within the thirty (30) day period, if the defaulting party shall promptly proceed to cure the default with due diligence, the time for curing the default shall be extended for a period of up to ninety (90) days from the date of receipt of the default notice or until the default is cured, whichever is shorter.

Section 10.2 Upon the failure by the defaulting party to timely cure any default after notice thereof from the non-defaulting party, the non-defaulting party may take any action it determines, in its discretion, to be necessary to correct the default, and/or pursue any legal remedies it may have under applicable law or principles of equity relating to the breach.

ARTICLE XI

NOTICES

Section 11.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed as follows:

If to the County: James Thomas
 IT&S Director
 316 N. Park, Rm 211
 Helena, MT 59632

or to his successor upon notification by the County

If to MIC: Josh Romandia
 CEO
 1424 National Avenue
 Helena, MT 59601

with a copy to Andrew J. Utick
 President

P. O. Box 774
Helena, MT 59624

Section. 11.2 Unless otherwise provided herein, notices shall be sent by certified U.S. Mail, return receipt requested, or by commercial overnight delivery service which provides acknowledgment of delivery, or by facsimile, and shall be deemed delivered: if sent by U.S. Mail, five (5) days after deposit; if sent by facsimile, or commercial overnight delivery service, upon verification of receipt.

ARTICLE XII

ASSIGNMENT, SUCCESSION

Section 12.1 Except as provided in this Article, neither Party shall assign this Agreement to any other person or entity without the prior written consent of the other Party.

Section 12.2 Subject to the provisions of this Article, each of the Parties' respective rights and obligations hereunder, shall be binding upon and shall inure to the benefit of the Parties hereto and each of their respective permitted successors and assigns and lien holders.

ARTICLE XIII

GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Montana. The Parties agree that any action arising out of this Agreement or with respect to the enforcement of this Agreement shall be venued in the First Judicial District Court, Lewis and Clark County, Montana.

ARTICLE XIV

INDEPENDENT CONTRACTOR

The performance by MIC and the County of all duties and obligations under this Agreement shall be as independent contractors and not as agents of the other Party, and no persons employed or utilized by a performing party shall be considered the employees or agents of the other. Neither Party shall have the authority to enter into any agreement purporting to bind the other without its specific written authorization, The Parties agree that this Agreement does not create a partnership between, or a joint venture of MIC and the County.

ARTICLE XV

INSURANCE

MIC shall maintain general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence (minimum) and two million dollars (\$2,000,000.00) aggregate. MIC also shall maintain workers compensation insurance. Both general liability and workers compensation insurance must be from an insurance carrier licensed to do business in the State of Montana. MIC agrees to furnish proof of insurance 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.

ARTICLE XVI

MISCELLANEOUS

Section 16.1 The headings of the Articles in this Agreement are strictly for convenience and shall not in any way be construed as amplifying or limiting any of the terms, provisions or conditions of this Agreement.

Section 16.2 In construction of this Agreement, words used in the singular shall include the plural and the plural, the singular, and "of" is used in the inclusive sense, in all cases where such meanings would be appropriate.

Section 16.3 If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, then the Parties hereby waive such provision to the extent that it is found to be invalid or unenforceable and to the extent that to do so would not deprive one of the Parties of the substantial benefit of its bargain. Such provision, to the extent allowable by law and the preceding sentence shall not be voided or canceled, but instead will be modified by such court so that it becomes enforceable with all of the other terms of this Agreement continuing in full force and effect.

Section 16.4 This Agreement may be amended only by a written instrument executed by all Parties.

Section 16.5 No failure to exercise and no delay in exercising, on the part of either Party hereto, any right, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein. Any waiver by either Party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless and until agreed to in writing by both Parties.

Section 16.6 In the event of a conflict between the provisions of this Agreement and those of the Exhibits, if any, the provisions of the Exhibits if any, shall prevail and the Agreement will be deemed corrected accordingly.

Section 16.7 This Agreement has been fully negotiated between and jointly drafted by the Parties.

Section 16.8 All actions, activities, consents, approvals and other undertakings of the Parties in this Agreement shall be performed in a reasonable and timely manner.

Section 16.9 Unless expressly defined herein, words having well known technical or trade meanings shall be so construed.

ARTICLE XVII

ENTIRE AGREEMENT

This Agreement, any Exhibits referenced and attached hereto or to be attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings and agreements with respect hereto, whether oral or written.

IN WITNESS WHEREOF the parties have set their hands and seals the day and year above below.

MONTANA INTERNET CORPORATION,

By _____

Jashua Romandia

Printed Name

Authorized agent of MIC

Date: 11/21/24

COUNTY OF LEWIS & CLARK

By _____

Printed Name

Authorized agent of County of Lewis & Clark

Date: _____