



## **NOTICE OF PUBLIC MEETING**

The Lewis and Clark County Commissioners Public Meeting will be held on Thursday, March 13, 2025, at 9:00 AM in Commission Chambers, Room 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. **Proclamation**

- a. Proclamation Declaring March 17, 2025 as Irish Heritage Day.

3. **Consent Action Items**

- a. Vendor Claims Report for Week Ending March 14, 2025. (Marni Bentley)

4. **Bid Award. Highway 435 Crack, Chip, Paint. (Dan Karlin)**

The Commissioners will consider awarding the bid.

5. **Bid Award. Murray MAU Replacement. (Audra Zacherl)**

The Commissioners will consider awarding the bid.

6. **Contract Between Lewis and Clark County and CTA, Inc. dba Cushing Terrell. (Audra Zacherl)**

The Commissioners will consider the contract with Cushing Terrell to provide consulting services related to the Courthouse Roof and Gutter Project for the sum of \$45,663 with work to be completed by December 31, 2025.

7. **Contract No. 224017 Between the Montana Department of Environmental Quality and Lewis and Clark Public Health. (Drenda Niemann)**

The Commissioners will consider the contract with the Montana Department of Environmental Quality for the delegation of subdivision review for water supply, wastewater, solid waste, and stormwater systems. The term of the contract began July 1, 2023 and expires June 30, 2025.

8. **Board Appointment - York Fire Service Area. (Connor Fitzpatrick)**

The Commissioners shall consider appointing Sarah Adydan and Suzann C. Podruzny to the vacancies on the York Fire Service Area Board of Trustees.

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



**ATTACHMENTS:**

Description

Type

▣ Proclamation

Attachment



# Lewis and Clark County Montana

## Proclamation

**WHEREAS**, Thomas Francis Meagher came to Montana Territory as its appointed secretary and first acting Governor.

**WHEREAS**, Lewis and Clark County was and is the destination of many Irish Immigrants who came with a vision of opportunity, hope for freedom and religious liberty.

**WHEREAS**, many men and women of Irish heritage left contributions to our state and community, such as the Cathedral of St. Helena and Carroll College.

**WHEREAS**, we wish to share their many generous contributions, celebrating their legacy of determination and hard work throughout the county; and

**WHEREAS**, it is our desire that Irish goodwill, charity, and sense of place will be shared not only on this special day but throughout the year.

**NOW, THEREFORE, BE IT RESOLVED**, the Lewis and Clark County Board of Commissioners, do hereby proclaim Monday, March 17, 2025, St. Patrick's Day, as "**Irish Heritage Day**" in Lewis and Clark County.

*Dated this 13th day of March 2025.*



**LEWIS AND CLARK COUNTY  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
*Candace Payne, Chair*

\_\_\_\_\_  
*Tom Rolfe, Vice Chair*

\_\_\_\_\_  
*Andy Hunthausen, Member*

**ATTEST:**

\_\_\_\_\_  
*Amy Reeves, Clerk of the Board*





Bid Award. Highway 435 Crack, Chip, Paint. (Dan Karlin)

Presented By:

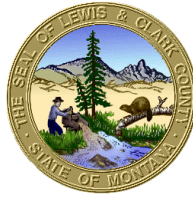
Summary:

The Commissioners will consider awarding the bid.

Legal Review Required:

**ATTACHMENTS:**

	Description	Type
▣	Memo	Staff Report
▣	Notice of Award	Contract
▣	Contract Cover Sheet	Contract



# LEWIS AND CLARK COUNTY

## Public Works Department

DATE: March 13, 2025

TO: Board of County Commissioners

FROM: Daniel Karlin, County Engineer

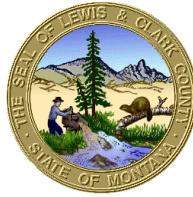
RE: Highway 435 Crack Seal, Chip Seal, & Paint Notice of Award

On February 27, 2025, four bids were opened for the Highway 435 Crack Seal, Chip Seal, and Paint Project. The Project generally consists of crack sealing, chip sealing, and paint striping 10.1 miles of Highway 435 near Augusta, Montana. The work also includes paint striping Sun Canyon Road from Highway 287 to the Lewis and Clark County Transfer Station and Benchmark Road from Highway 435 to Broadway Street, in Lewis and Clark County.

Four bids were received and one of the four was disqualified from consideration because the bid envelope was not properly addressed, rendering the bid nonresponsive. Funding for this project is from the road infrastructure budget.

**After review of bids, staff recommends awarding the contract to the low bidder Helena Sand & Gravel, Inc., of Helena, Montana, for a unit price base bid total amount of Five Hundred Thirty-four Thousand Four Hundred Twenty Dollars and Seventy-five Cents (\$534,420.75) and authorize the Chair to sign all applicable contract documents.**

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



3402 Cooney Drive  
Helena, MT 59602

[dkarlin@lccountymt.gov](mailto:dkarlin@lccountymt.gov)

# LEWIS AND CLARK COUNTY

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## Public Works Department

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**NOTICE OF AWARD**

Date of Issuance: March 13, 2025

Owner:	Lewis and Clark County	Owner's Contract No.:	N/A
Engineer:	Daniel Karlin, PE	Engineer's Project No.:	N/A
Project:	Highway 435 - Crack Seal, Chip Seal, & Paint	Contract Name:	Highway 435 - Crack Seal, Chip Seal, & Paint
Bidder:	Helena Sand & Gravel, Inc.		
Bidder's Address:	PO Box 5960, 2209 Airport Rd Helena, MT 59604		

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated **February 24, 2025**, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for the Unit Price Base Bid.

The Contract Price of the awarded Contract is: \$534,420.75, subject to the following unit prices:

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Crack Seal	25,000	Linear Foot	\$ 1.60	\$ 40,000.00
2	Chip Seal Surfacing, 0.42 gallon/SY	148,133	Square Yard	\$ 2.75	\$ 407,365.75
3	Temporary Traffic Tabs, (10.1 Miles)	1	Lump Sum	\$ 2,300.00	\$ 2,300.00
4	Epoxy Paint Marking, White (Hwy 435)	410	Gallon	\$ 115.00	\$ 47,150.00
5	Epoxy Paint Marking, Yellow (Hwy 435)	225	Gallon	\$ 115.00	\$ 25,875.00
6	Epoxy Paint Marking, White (Sun Canyon Rd)	40	Gallon	\$ 115.00	\$ 4,600.00
7	Epoxy Paint Marking, Yellow (Sun Canyon Rd)	40	Gallon	\$ 115.00	\$ 4,600.00
8	Epoxy Paint Marking, White (Benchmark Rd)	11	Gallon	\$ 115.00	\$ 1,265.00
9	Epoxy Paint Marking, Yellow (Benchmark Rd)	11	Gallon	\$ 115.00	\$ 1,265.00

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

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

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

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

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

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

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Owner:

Authorized Signature

By: Candace Payne

Title: Chair, Board of County Commissioners

Copy: Engineer



# 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

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## **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](http://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](mailto:amccauley@lccountymt.gov), 406-447-8383, City-County Building, Room 225

Signature:

\_\_\_\_\_  
Grants Administrator or Designee

\_\_\_\_\_  
Date

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## **Administrative Use Only**

Date of debarment/suspension check in SAM

Passed: YES      NO

FFATA Reporting Needed? YES      NO

Reporting Period:



Bid Award. Murray MAU Replacement. (Audra Zacherl)

Presented By:

Summary:

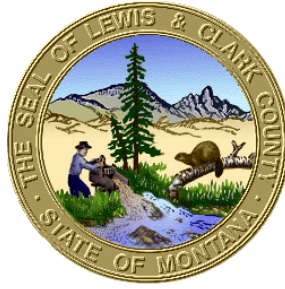
The Commissioners will consider awarding the bid.

Legal Review Required:

**ATTACHMENTS:**

Description	Type
☐ Memo	Staff Report
☐ BOCC Award	Attachment
☐ Contract Cover Sheet	Contract
☐ Notice of Intent to Award	Attachment

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



3402 Cooney Drive  
Helena, Montana 59602

azacherl@lccountymt.gov

# LEWIS AND CLARK COUNTY

## Public Works Department

DATE: March 13, 2025

TO: Board of County Commissioners

FROM: Audra Zacherl, Assistant Director

RE: Bid Award Murray Makeup Air Unit Replacement

On February 25<sup>th</sup>, one bid was opened for the Murray MAU Replacement Project. The Project generally consists of replacing the exhaust heat recovery air handling unit located on the roof of the Michael A. Murray Building that operates as a health and medical facility.

Funding for this project is from an American Recovery and Reinvestment Act (ARPA) grant and work is anticipated to take place mid- to late summer of 2025.

**After reviewing the bid, staff recommends awarding both the Base Bid amount of \$175,976 and the Additive Alternate No. 1, for a complete balancing of the unit, of \$14,102 for a total contract amount of \$190,078 and authorize the Chair to sign all applicable contract documents.**



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**BOARD OF COUNTY COMMISSIONERS**

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**Andy Hunthausen   Candace Payne   Tom Rolfe**

**City County Building   316 North Park Avenue   Helena, Montana 59623   Phone 406.447.8304   Fax 406.447.8370**

March 13, 2025

Jake Dolezal  
Sleeping Giant Mechanical, Inc.  
PO Box 436  
Boulder, MT 59632

RE: Bid Award Murray MAU Replacement

Dear Mr. Dolezal:

You are being notified that Sleeping Giant Mechanical, Inc. is the successful bidder for the Murray MAU Replacement Project .

The Contract award is for the Base Bid in the amount of \$175,976 and the Additive Alternate #1 in the amount of \$14,102 for the Project as shown in the drawings and specifications, balanced the schedule values and all associated outlets within the building including both GRD's and duct connections to individual fan coils for a total sum of \$190,078.

Thank you for participating in our procurement process. We look forward to working with you.

Sincerely,

Candace Payne, Chair  
Board of County Commissioners





# 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

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## **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](http://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](mailto:amccauley@lccountymt.gov), 406-447-8383, City-County Building, Room 225

Signature:

\_\_\_\_\_  
Grants Administrator or Designee

\_\_\_\_\_  
Date

---

## **Administrative Use Only**

Date of debarment/suspension check in SAM

Passed: YES      NO

FFATA Reporting Needed? YES      NO

Reporting Period:



**Lewis and Clark County  
Grants and Purchasing Department**

**NOTICE OF INTENT TO AWARD**

Solicitation Title:

Solicitation Close Date:

Notice of Intent to Award Posting Date:

Lewis and Clark County intends to award a contract to the apparent successful bidder/offeror of the above-mentioned solicitation. This Notice of Intent to Award shall not be considered a binding commitment by the County.

In accordance with relevant statutes and policies, the County has made available for public inspection the relevant bid tab/scoring matrix for the above mentioned solicitation. Comments from the public regarding the proposed award must be submitted in writing to the Purchasing Officer at the email address listed below within this five-day notice period.

Purchasing Officer/Contact Information: Casey Hayes, [chayes@lccountymt.gov](mailto:chayes@lccountymt.gov)

Apparent Successful Bidder/Offeror:

Unsuccessful Bidder(s)/Offeror(s):



Contract Between Lewis and Clark County and CTA, Inc. dba Cushing Terrell. (Audra Zacherl)

Presented By:

**Summary:**

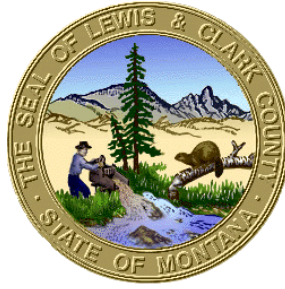
The Commissioners will consider the contract with Cushing Terrell to provide consulting services related to the Courthouse Roof and Gutter Project for the sum of \$45,663 with work to be completed by December 31, 2025.

Legal Review Required:

**ATTACHMENTS:**

	Description	Type
<input type="checkbox"/>	Memo	Staff Report
<input type="checkbox"/>	Contract	Contract
<input type="checkbox"/>	Contract Cover Sheet	Contract

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



3402 Cooney Drive  
Helena, Montana 59602

azacherl@lccountymt.gov

# LEWIS AND CLARK COUNTY

## Public Works Department

DATE: March 13, 2025

TO: Board of County Commissioners

FROM: Audra Zacherl, Assistant Director

RE: Contract with Cushing Terrell

Before you this morning is a contract with CTA, Inc. dba Cushing Terrell to perform consulting services for the Courthouse Roof & Gutter Project. Contract scope is two-fold and includes preparing design and procurement documents for the Courthouse roof replacement and assisting with the corresponding bidding and construction administration ; and researching the original gutter and downspout system that is largely unexposed and inoperable, and provide a recommendation on how to proceed with repairs or replacement.

This contract is for \$45,663 and work will be completed before December 31, 2025.

Budget authority for this project is from the building's capital improvement fund.

**Staff recommends approval of the contract with Cushing Terrell for \$45,663 with scope to be completed by December 31, 2025, and authorize the Chair to sign.**

 **AIA**® Document B105® – 2017

**Standard Short Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the sixth day of February in the year Two Thousand and Twenty-five  
(*In words, indicate day, month and year.*)

**BETWEEN** the Owner:  
(*Name, legal status, address and other information*)

Lewis & Clark County – Public Works  
Attn: Jenny Chambers  
316 North Park Avenue  
Helena, Montana 59623

and the Architect:  
(*Name, legal status, address and other information*)

CTA Inc. dba Cushing Terrell  
13 North 23<sup>rd</sup> Street  
Billings, Montana 59101

for the following Project:  
(*Name, location and detailed description*)

Lewis & Clark County Courthouse  
2025 Roof and Gutter Replacement Project  
Helena, Montana 59601

Project Scope includes reroof design, exploration of roof gutter and downspout system.

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

## ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

### PROCUREMENT DOCUMENTS (Bidding Documents) PHASE

The follow services and information shall be provided as part of Cushing Terrell's Scope of Professional Services providing bidding documents.

**Investigation (As-Building):** Cushing Terrell's team of Roofing and Building Envelope Specialists will travel to the project site to field verify over-all roof area dimensions and locate roof-top equipment, penetrations. Field information will be accurately located/dimensioned and illustrated in bidding drawings. As part of the fieldwork, the team will perform localized roof assembly demolition (core-cuts) as needed to determine / verify the existing roof profile.

Roof core-cuts will be performed, and samples will be tested for asbestos containing material (ACM). This work will be performed through Cushing Terrell Envelope Group. A certified inspection report will be provided.

**Drawings:** Drawings shall be developed using Autodesk® Revit® software. Drawings will include plans and details required to illustrate the work of the project and include sufficient information for roofing contractors to provide construction bids for this project.

**Project Manual:** Written specifications shall be developed using Microsoft Word software and be arranged using Construction Specification Institute Master Format / SpecLink-E. Cushing Terrell will edit and include Division 01 General Requirements and Divisions 02 thru 49 Technical Specifications as required for this project. Division 00 Procurement Requirements provided by Lewis and Clark County will be inserted into the Project Manual and coordinated with Divisions supplied by Cushing Terrell.

**Edge/Internal Gutter Coordination:** As part of the Project Drawings and Project Manual, Cushing Terrell will outline requirements of the selected Contractor to assist Cushing Terrell Roofing and Building Envelope staff in investigating the hidden issues contributing to leaking issues occurring at the building edge.

**Construction Budget:** Using in-house historical material cost and labor cost data, Cushing Terrell shall develop one (1) estimated cost of construction for the project (Construction Budget). The construction budget will include Cushing Terrell's best opinion of likely construction costs and include additional design and construction contingencies appropriate for the scope of the project. The intent of this budget is to measure the total amount of work illustrated in the bidding documents. Work illustrated in the bidding documents may be broken into smaller alternate packages to accommodate available budget.

**Deliverables:** Cushing Terrell shall provide Three (3) hard copies of the Procurement Documents to the Lewis & Clark County Buildings Supervisor. Electronic files copies (.pdfs) shall be provided as requested by the Lewis & Clark County, bidding Contractors and plan depositories.

### BIDDING SERVICES PHASE

As part of the Lewis and Clark County Public Works team, Cushing Terrell will assist and/or coordinate the following during the bidding phase of this project:

**Bid:** Submit written invitations from Lewis & Clark County Public Works Preferred roofing contractor list.

**Pre-Bid Meeting:** Organize and schedule one (1) pre-bid meeting and site walk-thru with bidding contractors.

Init.

Bidding Correspondence: Answer bidders' questions and issue project related addendums as appropriate.

Bid Review: Open and review submitted bids with the Owner and if requested issue written recommendations for award.

#### CONSTRUCTION ADMINISTRATION (CA) SERVICES PHASE

As the Owner's representative, Cushing Terrell will provide the following services during the Construction phase of this project:

Contract: On behalf of Lewis & Clark County Public Works, assemble and submit standard American Institute of Architects (AIA) Contracts to the successful bidder for execution (signature).

Submittal Review: Review submittals from the Contractor, which are required by the Contract Documents.

Application for Payment: Review Contractors monthly applications for payment.

Pre-construction Meeting: Cushing Terrell shall schedule and conduct one (1) pre-construction meeting at the project site.

Weekly Construction Observation: Cushing Terrell's Roofing and Building Envelope in-house staff shall provide two on-site observation site visits. A Field Report shall be generated and submitted to the Construction Team after each site visit. Cushing Terrell has budgeted for two (2) site visits.

Substantial & Final Completion Inspections: After receiving written notifications from the Contractor that the project is finally complete, Cushing Terrell will perform one (1) Substantial & (1) final completion inspection. Each inspection shall include a written report substantiating the progress of the project at the time of inspection.

Record Drawings: After receipt of the Contractors "red-line" drawings and technical specifications, Cushing Terrell shall provide final drawings and specifications to Lewis & Clark County Public Works Department incorporating those indicated changes. One (1) hard copy of the drawings and technical specifications shall be provided to the Lewis & Clark County Public Works Department as well as the associated computer files (.pdfs).

#### EDGE / INTERNAL GUTTER INVESTIGATION:

Edge / Gutter investigation work at eave of courthouse.

- a. As part of the 2025 roof replacement project designed by Cushing Terrell, the selected roofing contractor will assist with demolition of select gutter areas and make required repairs to inspected areas.
- b. Using lifts and equipment provided by the contracted roof replacement contractor as outlined in the 2025 Roof Replacement Contract Documents, members of Cushing Terrell's Roofing and Building Envelope group will perform visual inspections at several gutter locations currently leaking around the building.
- c. Upon completion of investigation, Cushing Terrell will provide Lewis and Clark County Public Works and/or the contracted roofing contractor with a recommendation how to proceed with repairs throughout the existing gutter system.

#### SPECIFIC EXCLUSIONS

- A. Unreasonable repetition of tasks noted above: Additional funds may be requested if unforeseen "hidden" items in the roofing system do not meet the design criteria either through fault of the contractor, supplier or designer. Undue delays caused by delivery deficiencies of others will be noted as schedule and budget impacts by occurrence and forwarded for redress.
- B. Management of subcontractors: All project contact will be through the established project communications chain to provide formal communication, scheduling, documentation tracking and follow up tasks.
- C. Additional design work regarding the current covered internal gutter system. Once the internal gutter has been reviewed and a direction on whether the gutter can be reused or not is made, additional service fee

Init.

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for design of an external downspout system will be provided.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

#### **ARTICLE 2 OWNER'S RESPONSIBILITIES**

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

#### **ARTICLE 3 USE OF DOCUMENTS**

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

#### **ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT**

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

#### **ARTICLE 5 MISCELLANEOUS PROVISIONS**

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

Init.

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**ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT**

The Architect's Compensation shall be:

Fixed fee of \$45,663.00

The Owner shall pay the Architect an initial payment of zero dollars (\$ 0.00 ) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ten percent ( 10 %).

Payments are due and payable-upon receipt of the Architect's monthly invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest from the date payment is due at the rate of twelve percent ( 12 %) per annum , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond twelve ( 12 ) months of the date of this Agreement through no fault of the Architect.

**ARTICLE 7 OTHER PROVISIONS**

*(Insert descriptions of other services and modifications to the terms of this Agreement.)*

NA

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



\_\_\_\_\_  
**OWNER** *(Signature)*

Candace Payne Chair, Board of County  
Commissioners

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

Jim Beal, Principal

\_\_\_\_\_  
*(Printed name, title, and license number, if required)*



# 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

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## **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](http://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](mailto:amccauley@lccountymt.gov), 406-447-8383, City-County Building, Room 225

Signature:

\_\_\_\_\_  
Grants Administrator or Designee

\_\_\_\_\_  
Date

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## **Administrative Use Only**

Date of debarment/suspension check in SAM

Passed: YES      NO

FFATA Reporting Needed? YES      NO

Reporting Period:



Contract No. 224017 Between the Montana Department of Environmental Quality and Lewis and Clark Public Health. (Drenda Niemann)

Presented By:

Summary:

The Commissioners will consider the contract with the Montana Department of Environmental Quality for the delegation of subdivision review for water supply, wastewater, solid waste, and stormwater systems. The term of the contract began July 1, 2023 and expires June 30, 2025.

Legal Review Required:

**ATTACHMENTS:**

Description	Type
▣ Staff Memo	Staff Report
▣ Contract	Contract
▣ Appendix A	Attachment
▣ Appendix B	Attachment



Lewis & Clark  
**Public  
Health**

1930 Ninth Avenue, Helena MT 59601  
Phone: 406-457-8900  
Fax: 406-457-8990  
publichealth@lccountymt.gov  
www.LewisAndClarkHealth.org

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## MEMORANDUM

**TO:** Board of County Commissioners  
**FROM:** Drenda Niemann, Health Officer  
**Date:** March 10, 2025  
**Re:** DEQ Contract No. 224017

Lewis and Clark Public Health (LCPH) Environmental Health Program has contracted with the Montana Department of Environmental Quality (DEQ) since the 1990s to complete subdivision reviews. These reviews are conducted on new subdivisions and focus on water supply, wastewater, solid waste, and stormwater systems. LCPH is reimbursed by DEQ based on the fee calculation located in Appendix B of the contract.

LCPH staff first received a draft contract for review in September 2024 and submitted comments back in early October. The edited contract was then sent to the County Attorney's Office for review and was approved in mid-November. DEQ sent the final contract for approval through DocuSign for signature in February but did not notify LCPH staff that the contract had been routed. It is our understanding that the delay in the contracting process is due to staffing changes at DEQ.

This contract with DEQ began July 1, 2023 and expires June 30, 2025. DEQ will then develop and route for approval another two-year contract to begin July 1, 2025.

**THIS CONTRACT** is entered into by and between the State of Montana, Department of Environmental Quality (State), and **Lewis and Clark County** (Contractor), collectively the Parties, for the purpose of delegating to the Contractor, pursuant to Section 76-4-104, Montana Code Annotated (MCA), the authority to review certain water supply, wastewater, solid waste, and stormwater systems in subdivisions. Contractor will review subdivision applications for completeness; determine whether certain systems, which are identified in 3.1.4.4 and Attachment A, comply with the Sanitation in Subdivisions Act, the Montana Water Quality Act, applicable Administrative Rules of Montana (ARM), and applicable administrative rules and Circulars; and make a recommendation for approval to the State or deny the application. The purpose of this Contract is also to provide reimbursement of fees to the Contractor for performing site evaluations and related services for subdivisions, pursuant to ARM 17.36.804. The Parties specifically agree it is not their intent that any provision of this Contract is a cessation or waiver of any of the Contractor's regulatory authority, including that set forth in Section 50-2-116, MCA. This Contract is entered into in accordance with Title 18, MCA, and the ARM, Title 2, chapter 5.

## **1. EFFECTIVE DATE, DURATION, AND RENEWAL**

**1.1. Contract Term.** The Contract's initial term is from July 1, 2023 through June 30, 2025, unless terminated earlier as provided in this Contract. In no event is this Contract binding on the State unless the State's authorized representative has signed it. The State's authorized signatory for this Contract is the Contracts Officer for the Department of Environmental Quality.

**1.2. Contract Renewal.** The State may renew this Contract under its then-existing terms and conditions, subject to potential cost adjustments described below in Section 2, in 2-year intervals, or any interval that is advantageous to the State. This Contract, including any renewals, may not exceed a total of 7 years.

## **2. COST ADJUSTMENTS**

**2.1. Cost Adjustments by change in ARM 17.36.804.** Contractor will be reimbursed at rates established in ARM 17.36.804.

## **3. SERVICES AND/OR SUPPLIES**

**3.1.** Contractor agrees to:

**3.1.1 Preapplication Meeting.** Contractor shall hold a preapplication meeting with the applicant if requested by the applicant. Contractor shall schedule the requested meeting within 30 days of receiving the request from the applicant.

**3.1.2 Initial Receipt of Application and General Requirements.** Contractor shall date stamp at least the first page of the application so the State can accurately enter the application into its database for tracking purposes. Contractor shall send a copy of the first two pages of the application along with fees to the State. The State shall email the Contractor an EQ number. All information received from the applicant must be date stamped by the Contractor for tracking purposes. Contractor shall send to the State electronic versions of all the Contractor's correspondence, denials, and recommendations related to each application.

**3.1.3 Completeness Review.** Contractor shall review all subdivision applications for completeness using forms approved by the State. Pursuant to the requirements of Section 76-4-114(3)(b), MCA, and Section 3.1.5.1 of this Contract, Contractor shall

determine whether the application contains the elements to allow for review and shall notify the applicant and the State of the Contractor's determination.

This Completeness Review section applies to all subdivision applications received by Contractor, regardless of whether Contractor will choose to review the completed application, except for those applications that must be fully reviewed by the State Under 3.1.4.4 and Attachment A.

**3.1.4** Compliance Review. For complete applications, Contractor shall perform a detailed review of the water supply, wastewater, stormwater, and solid waste systems identified in Attachment A of this Contract. The purpose of the detailed review shall be for the Contractor to determine whether the systems proposed in the application comply with applicable provisions of the Sanitation in Subdivisions Act, Title 76, chapter 4, MCA; the Montana Water Quality Act, Title 75, chapter 5; the subdivision administrative rules in ARM 17.36.101 through 17.36.805; the water quality administrative rules in ARM 17.30, subchapters 5 and 7; and applicable Department circulars.

**3.1.4.1** Contractor review of wastewater systems must include review for compliance with the non-degradation requirements of the Montana Water Quality Act and the state non-degradation rules.

**3.1.4.2** Contractor may not perform compliance review of water supply, wastewater, stormwater, or solid waste systems other than those identified in Section 3.1.4.4 and Attachment A of this Contract.

**3.1.4.3** Contractor shall review the environmental assessment information provided by the applicant and shall be available to consult with the State regarding the completeness and accuracy of such information.

**3.1.4.4** Contractor shall perform compliance review, pursuant to Section 3.1.6 only for the systems indicated in Attachment A. Contractor review authority under this Contract does not extend to public systems or those required by state laws, rules, or Circulars to be submitted by a Professional Engineer.

**3.1.5** Time for Review.

**3.1.5.1** Within 15 days of receipt of the application, Contractor shall provide notification to the applicant and the State stating the application contains or does not contain all of the elements necessary for review in accordance with Section 76-4-114(3)(b), MCA.

**3.1.5.2** For applications that consist entirely of systems that fall outside of Contractor's review authority under 3.1.4.4 and Attachment A, Contractor shall forward the file to the State within 5 days of receipt of the application.

**3.1.5.3** Within 5 days of determining that the application is complete for review in accordance with Sections 3.1.3 and 3.1.5.1, Contractor shall forward to the State information relating to waivers and deviations, design documents related to public systems, any system not reviewable by Contractor, and any system the Contractor chooses not to review.

**3.1.5.4** Within 30 days of notifying the applicant that the application is complete for review in accordance with Sections 3.1.3 and 3.1.5.1, Contractor shall do one of



the following:

- (1) determine that the application does not comply with state laws, rules, or Circulars and issue a denial to the applicant.
- (2) notify the applicant that the Contractor needs an extension not to exceed 30 days to complete its review of the application, pursuant to the requirements of Section 76-4-114(5), MCA; or
- (3) submit to the State a final recommendation for approval of the application, together with the Contractor's completed and signed review of the application and all materials required by this Section.

**3.1.5.5** If the applicant resubmits a corrected application within 30 days after the date of a denial letter issued in accordance with Section 3.1.5.3(1), Contractor shall review the corrected application within 30 days.

**3.1.5.6** If the applicant resubmits a corrected application more than 30 days after the date of a denial letter issued in accordance with Section 3.1.5.3(1), Contractor shall review the corrected application within 45 days.

**3.1.6** Contents of Contractor Submittals to the State. Contractor shall submit to the State the following materials regarding applications for subdivisions:

**3.1.6.1** A completed application form signed by the owner and any information attached to the form.

**3.1.6.2** Copies of all correspondence and other documents regarding the application. The documentation must provide adequate evidence that the plans and specifications for the application are in compliance with all applicable state laws, rules, and Circulars.

**3.1.6.3** The review fee and the subdivision review fee calculation form with the components to be reimbursed highlighted or use Attachment B.

**3.1.6.4** A completed and signed subdivision review checklist, in a form approved by the State, together with calculations, notes, and any other relevant information that provides adequate evidence that Contractor has reviewed the application to ensure compliance with appropriate design standards.

**3.1.6.5** A completed and signed non-significance determination checklist and all supporting documentation.

**3.1.6.6** A certification, in a form approved by the State, stating that, based upon Contractor's review of the application under applicable state laws, rules, and Circulars, the identified systems either do or do not comply with the applicable state requirements; and

**3.1.6.7** If Contractor recommends approval of a subdivision application, a completed and signed certificate of subdivision approval.

**3.1.6.8** A copy of the water well sample sheet with the GWIC identification number written on it should be placed in the front of the file so the State can enter water quality data and then forward it to GWIC.

**3.1.7** Waivers and Deviations. If, for any water supply, wastewater, stormwater, or solid waste systems proposed in an application regardless of whether the system is designated for Contractor review in Attachment A, the plans and specifications for the application would require a waiver from the State subdivision rules or a deviation from the requirements of the State Circulars, Contractor shall notify the applicant of the required fee(s) and, upon receipt of those fees, prepare or have the applicant prepare a waiver/deviation request in a format approved by the State, together with a justification for the waiver/deviation from the applicant and Contractor's recommendation.

**3.1.7.1** Contractor shall submit the waiver/deviation request to the State, along with appropriate fees, within 5 days of the Contractor's determination that the application is complete for review in accordance with Sections 3.1.3 and 3.1.5.1. The State shall respond to the waiver/deviation request within 20 days of the State's receipt of the request. Contractor may extend the time for review of the application while waiting for the State's response to a waiver/deviation request.

**3.1.7.2** Contractor may not recommend approval of a subdivision application until all necessary waiver/deviation requests have been approved by the State.

**3.1.8** The State Consultation. Upon request of the Contractor, the State agrees to provide consultation to Contractor regarding the subject matter of this Contract.

**3.1.9** Site Evaluations. Contractor shall perform site evaluations and related services for subdivisions, pursuant to ARM 17.36.804(3), as mutually agreed by Contractor and the State.

**3.1.10** Revised Lot Layout Review. Contractor may perform the review of minor changes to a certificate of subdivision approval made through a revised lot layout document. Changes made through the revised lot layout may not affect the conditions of a certificate of subdivision approval. Unless otherwise provided by the State rules, only the following changes may be made through the revised lot layout procedure:

**3.1.10.1** Relocations of water or wastewater systems, provided that the changes comply with Title 76, chapter 4, part 1, MCA; ARM Title 17, chapter 36; and all related rules and regulations, for example:

- (1) moving the location of a well or cistern within the lot boundaries provided the new location meets setback requirements and will not adversely change the quality, quantity and dependability of the water supply.
- (2) moving the location of the wastewater treatment system within the lot boundaries provided the new wastewater treatment system and mixing zone location meet setback requirements, site evaluation criteria, and the wastewater system is sufficient in terms of capacity and dependability.

**3.1.10.2** Changes to water or wastewater systems that do not significantly affect the approval statement of the subdivision, for example:

- (1) replacing distribution piping with gravel less trenches or vice versa in accordance with Circular DEQ-4,

- (2) replacing a standard trench system with a pressure-dosed system that is designed according to Circular DEQ-4 and reviewed by the certified reviewer,
- (3) replacing a previously approved system with a similar system designed in accordance with the current version of Circular DEQ-4,
- (4) replacing components in a previously approved system with similar components that meet criteria in Circular DEQ-4, and
- (5) adding a water or wastewater treatment system that provides greater treatment than the approved system provided the approved system is installed and used as a redundant system and the new treatment system does not interfere with the operation of the approved system,
- (6) installing any Level 2 system in place of any other Level 2 system through the revised lot layout process as long as no other facilities are changing,
- (7) approving changes to sizes of approved systems unless there is a limitation on the ground that cannot be overcome. If the Certificate of Subdivision Approval is for a 3 bedroom home the Contractor may issue a permit for a larger home unless there are limitation caused by the soils, slope etc.

**3.1.10.3** The revised lot layout document must be submitted to the State.

**3.2.** The State oversight of the Contractor's review of subdivision applications shall be limited to the following:

**3.2.1.** The State shall determine, by reviewing the Contractor review checklist or by other means, whether the Contractor has conducted a completeness review of the application and whether the Contractor has completed compliance review of all systems designated in Section 3.1.4.4 and Attachment A. If the State determines that the Contractor has not conducted a completeness review or has not reviewed all designated systems, the State may either return the application to the Contractor for further review or may itself complete the review. If the Contractor fails to conduct any part of the review required under this Contract within the timeframes established in Section 3.1.5, the State reserve the right to withhold the portion of the fee applicable to that portion of the review.

**3.2.2.** The State may check the accuracy of the Contractor's review of subdivision applications, for purposes of determining Contractor's compliance with the reviewer qualification and performance standards set out in Section 4. The State accuracy checks shall be limited to 10% of the applications submitted to the State by Contractor, except that the State may also review an application upon the Contractor's request, or when the State has reason to question the Contractor's determination for a particular submittal. If the State identifies possible errors or discrepancies in the Contractor's review of a specific application, the State shall consult with the Contractor's reviewer. If, after consultation with the Contractor, the State does not agree with the Contractor's determination regarding an application's compliance with applicable state laws, rules, and Circulars, the

State may, prior to the expiration of the review period for the application, modify the Contractor's determination regarding the state requirements.

**3.2.3.** In addition to or instead of checking Contractor's review of applications during the review period, the State may conduct an annual audit of a representative sample of applications reviewed by Contractor, for purposes of determining Contractor's compliance with the reviewer qualification and performance standards set out in Section 4.

#### **4. KEY PERSONNEL; REVIEWER QUALIFICATIONS AND PERFORMANCE STANDARDS**

**4.1.** Required Reviewer Qualifications. Contractor review of subdivisions under this Contract may be performed only by persons approved by the State that meet the qualifications set out in the most current version of ARM 17.36.116.

**4.2.** Contractor Reviewer. Within five days of contract execution Contractor must provide the State, in writing, with the name and qualifications of the individual that will be reviewing subdivision applications. No application reviews may be conducted until State approval has been received. Written notification to, and acceptance by Contract liaisons of record of Contractor's designated reviewer must be maintained in both contract files. Email notification and acceptance is acceptable.

**4.3.** Replacement of State Approved Reviewer. In the event of the State-approved reviewer is no longer available to work under this Contract, Contractor shall immediately notify the State in writing of Contractor's replacement reviewer. If a replacement reviewer is not known at the time of this notification, Contractor may not engage in any application reviews until a replacement reviewer has been identified and approved by the State in writing. Written notification to, and acceptance by, Contract liaisons of record of Contractor's replacement reviewer must be maintained in both contract files. Email notification and acceptance are acceptable.

**4.4.** Training. The State may require Contractor reviewers to comply with training and examination requirements as necessary to ensure that reviewers are qualified to accurately review the systems identified in Attachment A.

**4.5.** Performance standards. Contractor's review of subdivision applications must demonstrate a consistent and accurate level of performance in evaluating whether systems identified in Attachment A comply with applicable state laws, rules, and Circulars. Contractor must also ensure that documentation in applications is complete, accurate, and adequately demonstrates that the application complies with applicable state laws, rules, and Circulars.

**4.6.** Remedies. If the Contractor fails to meet the performance standards set out in Section 4.5 above, the State may, after consultation with Contractor, issue a written determination that the Contractor reviewer is not qualified to review subdivisions under this Contract. If disqualification of the reviewer results in the Contractor lacking a qualified person to review subdivisions, then the State may terminate this Contract pursuant to Section 15.

#### **5. CONSIDERATION/PAYMENT**

**5.1.** In consideration of services rendered pursuant to the Contract, the State agrees to reimburse Contractor, on a quarterly basis, the fees set out in the most current version of ARM 17.36.804 for the subdivisions that the Contractor reviews, and for site evaluations and related services. The State will not reimburse the Contractor for any component of a review not performed by the Contractor.

## **6. ACCOUNTING, AND RETENTION OF RECORDS**

**6.1.** Contractor shall maintain books, records, documents, other evidence directly pertinent to performance of work under this Contract and current accounting for all funds received and expended pursuant to this Contract in accordance with generally accepted accounting principles. Contractor's accounting system must be able to allocate costs associated with this Contract in a manner that keeps these costs separate from the costs of other contracts.

**6.2.** The State, the Legislative Auditor, the Legislative Fiscal Analyst, Comptroller General of the United States, or their authorized representatives, have the right of access to accounting records of Contractor for purposes of making an inspection, audit, excerpts, or transcripts of funds received and expended by Contractor pursuant to this Contract. Contractor shall maintain the records at the address of its liaison in Section 20 and allow the entities in the preceding sentence to have access to them for review and copying during normal business hours for as long as the Contractor retains the records under paragraph 6.5. This Contract may be terminated by the State upon any refusal of Contractor to allow access to such records.

**6.3.** Contractor shall disclose all information and reports resulting from access to the records maintained in paragraph 6.1 to any of the agencies referred to in paragraph 6.2.

**6.4.** Audits conducted under this section must be in accordance with generally accepted auditing standards as established by the American Institute of Certified Public Accountants and with established procedures and guidelines of the reviewing or auditing agency.

**6.5.** All books, records, reports, accounting, and other documents maintained by Contractor under this Contract must be retained for a period of eight years after either the completion date of this Contract, or the conclusion of any litigation, claim, audit or exception relating to this Contract taken by the State or a third party, whichever is later. Contractor may not destroy any records without first offering the records to the State.

**6.6.** If an audit shows that Contractor has not complied with federal or state laws and rules concerning the handling and expenditure of the funds received under this Contract, including any grant-related income, Contractor must correct the areas of non-compliance within six months after DEQ receives the audit report.

## **7. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

In accordance with §18-4-141, MCA, Contractor may not assign, transfer, or subcontract any portion of this Contract without the State's prior written consent. Any subcontracting of services under this Contract must be done in a competitive manner. Contractor is responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and the State under this Contract.

## **8. DEFENSE, IMDEMNIFICATION / HOLD HARMLESS**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the State, its elected and appointed officials, officers, agents, directors, and employees from and against all claims, damages, losses and expenses, including the cost of defense thereof, to the extent caused by or arising out of Contractor's negligent acts, errors, or omissions in work or services performed under this Contract, including but not limited to, the negligent acts, errors, or omissions of any Subcontractor or anyone directly or indirectly employed by any Subcontractor for whose acts Subcontractor may be liable.

## 9. REQUIRED INSURANCE

**9.1. General Requirements.** Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, or its agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission by Contractor or its agents, employees, assigns, or subcontractors.

**9.2. Primary Insurance.** Contractor's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**9.3. Specific Requirements for Commercial General Liability.** Contractor shall purchase and maintain bodily injury, personal injury, and property damage of \$750,000 per claim and \$1,500,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the State's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

**9.4. Certificate of Insurance/Endorsements.** A certificate of insurance has been received by the State prior to execution of this Contract. The certificate must indicate compliance with the insurance coverages and the required limits set forth in this Section of the Contract. The required insurance must be maintained in force and effect by Contractor for the duration of the Contract. Contractor must notify the State immediately of any material change in insurance coverages as stated on the proof of insurance form originally provided prior at Contract execution, to include changes in limits, coverages, status of policy, etc. The State reserves the right to request a complete copy of Contractor's insurance policy. Failure to comply with this requirement may result in termination per Section 15 of this Contract.

## 10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with §39-71-401, §39-71-405, and §39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Proof of compliance must be submitted on an ACCORD form, or other similar form, and can be included with the proof of insurance required in Section 9. This insurance/exemption must be valid for the entire Contract term and any renewal. Upon expiration, a renewal document must be sent to the Montana Department of Environmental Quality, PO Box 200901, Helena, MT 59620-0901.

## 11. COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973.

Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with §49-3-207, MCA, and Executive Order No. 04-2016 Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

## **12. RETIRED STATE EMPLOYEE REQUIRED EMPLOYER REPORTING**

In accordance with ARM 2.43.2114, state agencies are required to file employee reports with the Montana Public Employee Retirement Administration (MPERA). The employee reports required under ARM 2.43.2114 include a working retiree report covering Montana's Public Employees' Retirement System (PERS) retirees performing work in a PERS-covered position as an employee, an independent contractor, or through an employee leasing arrangement, or a temporary service contractor. ARM 2.43.2114(6)(a) requires DEQ to include the social security number of employees and workers in the employer report. Contractor's staff assigned to perform work under this Contract will be asked to provide a social security number.

The purpose of collecting the social security number of an individual hired as an independent contractor or through a professional employer arrangement, an employee leasing agreement, or a temporary service contractor is to determine whether the individual is a retiree. Determining an individual's status as a retiree will determine whether DEQ must make employer contributions into the public employee retirement system for retirees who return to work in a PERS-covered position as required by Section 19-3-1113, MCA.

## **13. CONFLICT OF INTEREST**

**13.1.** For the purposes of the Montana Code of Ethics, Contractor and each of its employees and subcontractors, is a "public employee" for the purposes of this Section. As such, Contractor and each of its employees and subcontractors is subject to the requirements of Title 2, Chapter 2, MCA, regarding conflicts of interest, including but not limited to sections §2-2-104, §2-2-105, §2-2-121, and §2-2-201, MCA.

**13.2.** If the State discovers that an employee of Contractor or subcontractor is in violation of this Section, the State may, after consulting with Contractor, terminate this Contract or take other appropriate measures to address the conflict and Contractor shall reimburse the State for any services the State requires be performed by another Contractor that duplicate the services performed by the employee who violated this Section.

## **14. DISCLOSURE**

**14.1.** Contractor shall notify the State of any actual, apparent, or potential conflict of interest with regard to any individual working on a work assignment or having access to information regarding a subcontract. Notification of any conflict of interest shall include both organizational conflicts of interest and personal conflicts of interest (which are defined as the same types of relationships as organizational conflicts of interest, but applicable to an individual). If a personal conflict of interest exists, the individual who is affected shall be disqualified from taking part in any way in the performance of the assigned work that created the conflict-of-interest situation.

**14.2.** Contractor certifies that it has identified all current employees and proposed subcontractor's employees that will perform work under this Contract and that have worked for the State in the last two years prior to submitting the solicitation request which resulted in the award of this Contract. Contractor further certifies that no former employee of the State of Montana or local government may work under this Contract for a period of twelve months after voluntary termination of public employment, if by working under the Contract the employee will take direct advantage, unavailable to others, of matters with which the employee was directly involved during the employee's public employment. Pursuant to §2-2-201, MCA, a former employee of state or local government may not, within 6 months following the termination of public employment, contract or be employed by an employer who contracts with the State of Montana or any of its subdivisions involving matters with which the former public employee was "directly involved", as defined in §2-2-201, MCA, during employment. Contractor further certifies it shall identify any new employees hired during this Contract that will perform work under this Contract and that have worked for the State of Montana in the last two years prior to the submission of the solicitation request which resulted in the award of this Contract. Disclosure in all cases shall include the name of the agency and the nature of work performed by the employee.

## **15. CONTRACT TERMINATION**

**15.1. Termination for Cause with Notice to Cure Requirement.** Either party may terminate this Contract in whole or in part for failure of the other party to materially perform any of the services, duties, terms, or conditions contained in this Contract after giving the other party written notice identifying items not performed. The written notice must demand performance of the items not performed within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

**15.2. Reduction of Funding.** In accordance with §18-4-313(4), MCA, the State must terminate this Contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this Contract in a subsequent fiscal period. If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this Contract as required by law. The State shall provide Contractor the date the State's termination shall take effect. The State shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, the State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

**15.3.** Any termination of this Contract is subject to the exception that Section 6, relating to retention of and access to records, remain in effect.

## **16. EVENT OF BREACH - REMEDIES**

**16.1. Event of Breach by Contractor.** Any one or more of the following Contractor acts or omissions constitute an event of material breach under this Contract:



**16.1.1.** products or services furnished fail to conform to any requirement.

**16.1.2.** failure to submit any report required by this Contract.

**16.1.3.** failure to perform any of the other terms and conditions of this Contract, including but not limited to beginning work under this Contract without prior State approval and breaching Section 21.1, Technical or Contractual Problems obligations; or

**16.1.4.** financial inability to perform its obligations under this Contract.

**16.2.** Event of Breach by State. The State's failure to perform any material terms or conditions of this Contract constitutes an event of breach.

**16.3.** Actions in Event of Breach. Upon a material breach by either party, the non-breaching party may:

**16.3.1.** Terminate this Contract in accordance with Section 15, and pursue any of its remedies under this Contract, at law or in equity; or

**16.3.2.** Treat this contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law or in equity.

## **17. FORCE MAJEURE**

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than 5 working days after the onset. If the notice is not provided within the 5-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Contract, unless the parties mutually agree that the obligation is excused because of the condition.

## **18. WAIVER OF BREACH**

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

## **19. CONFORMANCE WITH CONTRACT**

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the Contract shall be granted without the State's prior written consent. Products or services provided that do not conform to the Contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

## **20. LIAISONS AND SERVICE OF NOTICES**

**20.1.** Contract Liaisons. All project management and coordination on the State's behalf must be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison who will provide the single point of contact for management and coordination of Contractor's work. All work performed under this Contract must be coordinated between the State's liaison and Contractor's liaison.

**Shawn Rowland**, Subdivision Section Supervisor, or their designee or successor, is the State's liaison.

Montana Department of Environmental Quality  
Water Quality Division, Subdivision Section  
PO Box 200901  
Helena, MT 59620-0901  
406-444-6727  
[shawn.rowland@mt.gov](mailto:shawn.rowland@mt.gov)

**Laurel Riek** or their designee or successor will be the liaison for the Contractor.

1930 9<sup>th</sup> Ave  
Helena, MT 59601  
406-447-8351  
[lriek@lccountymt.gov](mailto:lriek@lccountymt.gov)

**20.2. Notifications.** The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three (3) business days of mailing. The party receiving a notice shall sign and date an acknowledgement of the notice and mail it to the sending party.

## **21. MEETINGS**

**21.1. Technical or Contractual Problems.** Contractor shall meet with the State's liaison, or other personnel to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. The State may request the meetings as problems arise; such meetings will be coordinated by the State. The State shall provide Contractor a minimum of three full working-day's-notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

## **22. TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of the original term, if the Contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor must provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this Contract or particular work under this Contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay Contractor for any resources utilized in performing such transition assistance at the most current contract rates. If there are no established Contract rates, then the rate must be mutually agreed upon. If the State terminates a project, or this Contract for cause, then the State may offset the

cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages the State may have sustained as a result of Contractor’s breach.

**23. CHOICE OF LAW AND VENUE**

In accordance with §18-1-401, MCA, Montana law governs this Contract. If there is a dispute under this Contract the Parties will meet in person and attempt to resolve the dispute. If the dispute cannot be settled through negotiation, the parties agree that prior to resorting to litigation they will attempt to settle the dispute by nonbinding mediation administered by a neutral mediator agreed to by the parties.

Both parties waive objection to personal jurisdiction in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Any litigation concerning this bid, proposal, or contract must be brought in the First Judicial District 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 provided in Section 8, Defense, Indemnification/Hold Harmless.

**24. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT**

**24.1. Contract.** This Contract consists of 14 numbered pages and an Attachment A and an Attachment B.

**24.2. Entire Agreement.** These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

**25. WAIVER**

The State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

**26. EXECUTION**

The parties through their authorized agents have executed this Contract on the dates set out below.

**LEWIS AND CLARK COUNTY**

APPROVED:

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
CANDACE PAYNE, CHAIR, BOCC  
1930 9<sup>th</sup> Ave, Helena, MT 59601

ATTEST:

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
AMY REEVES

**DEPARTMENT OF ENVIRONMENTAL QUALITY**

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
REBECCA GREGG, *Agency Procurement Officer*  
Financial Services Bureau  
PO Box 200901  
Helena, MT 59620-0901

**Approved as to Legal Content:**

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
DEQ Attorney

ATTACHMENT A

Water Supply Systems

BN  
BN  
—

Individual, and shared wells, cisterns

Non-public water systems with 5 or fewer connections that are not required to be designed by a professional engineer.

Connections to existing municipal or County Water/Sewer Districts public systems

Wastewater Systems

BN  
BN  
BN  
BN  
BN  
BN  
BN  
BN  
BN  
BN  
BN  
—

Standard absorption trench systems

Sand-lined absorption trench systems

Gravelless absorption trench systems

At-grade absorption trench systems

Pressure distribution systems

Sand mound systems

Intermittent sand filter systems

Level II Systems

Wastewater systems less than 2,500 gpd that are not required to be designed by a professional engineer.

Multiple User Wastewater that are not required to be designed by a professional engineer.

Evapotranspiration and evapotranspiration absorption systems

Connections to existing municipal or County Water/Sewer Districts public systems

Stormwater

BN

Stormwater systems (ARM 17.36.310) that are not required to be designed by a professional engineer.

Solid Waste

BN

Off-site disposal

Revised Modifications

BN

Revised lot layouts modifications

**APPENDIX B: Subdivision Review Fee Calculation**

<i>TYPE OF LOTS</i> Lot fee dispersement \$35 to Co HD/lot & rest to DEQ assuming contract or mixed review, then 80% non-lot fees to Co HD IF we reviewed that item. USE LAST LINE to account for # site evaluations to be reimbursed for a NONCONTRACT file.	Unit	Unit Cost	Number of Units	Total	Contract?	Local Heath Dept	DEQ
Subdivision lot fee	lot/parcel	\$160		0		0	0
Condo unit-Trailer court-RV campground lot fee	unit/space	\$60		0		0	0
Resubmittal lot fee-previously approved lot/boundaries not changed	lot/parcel	\$90		0		0	0
<b>WATER SUPPLY SYSTEM</b>							0
Individual or shared water supply system (existing/previously approved/proposed)	unit	\$110		0		0	0
Source Specific Mixing Zone Request	well	\$250		0		0	0
Multi-user water system	each*	\$400		0		0	0
*plus \$130 per hour for review in excess of 4 hours	hour	\$130	If Required	To be invoiced		0	
extension of existing system	Lineal foot	\$0.30		0		0	0
connection to approved existing distribution system	Lot/unit	\$90		0		0	0
<b>Public water system</b>							0
DEQ 1 or DEQ 3 Water System	component	Per ARM 17.38.106		To be invoiced		0	
<b>WASTEWATER TREATMENT SYSTEM</b>							0
Existing and Approved WWT systems	Unit	\$90		0		0	0
New gravity fed system	drainfield	\$120		0		0	0
New pressure-dosed, elevated sand mound, ET system, intermittent sand filter, ETA system, recirculating sand filter, recirculating trickling filter, aerobic treatment unit, nutrient removal, and whole house subsurface drip irrigation systems	Design*	\$180		0		0	0
	drainfield	\$120		0		0	0
*plus \$130 per hour for review in excess of 2 hours	hour	\$130	If Required	To be Invoiced			
Gray water reuse, holding tanks, sealed pit privies, unsealed pit privies, seepage pits, waste segregation systems, experimental systems	unit	\$120		0		0	0
*plus \$130 per hour for review in excess of 2 hours	hour	\$130	If Required	To be invoiced			
New multiple user wastewater system (nonpublic)	Unit*	Per Type Above					0
*plus \$130 per hour for review in excess of 4 hours	Hour	\$130	If Required	To be invoiced			
New collection system	Lineal foot	\$0.30		0		0	0
Connection to new multi-user system	lot/unit	\$90		0		0	0
Public wastewater system per DEQ-2 or DEQ-4	component	Per ARM 17.38.106		To be invoiced		0	
Public - service connection to existing PWWTS	lot/structure	90		0		0	0
<b>Nondegradation determinations/categorical exemption reviews</b>							0
individual/shared	drainfield	\$70		0		0	0
*plus \$130 per hour for review in excess of 2 hours	hour	\$130	If Required	To be invoiced			
multiple-user	lot/structure	\$40		0		0	0
*plus \$130 per hour for review in excess of 2 hours	hour	\$130	If Required	To be invoiced			
public	drainfield	Per ARM 17.38.106		To be invoiced			
Source Specific Mixing Zone Request	Drainfield	\$250		0		0	0
<b>Stormwater Review</b>							0
Simplified DEQ-8 Review	project	\$130		0		0	0
Standard DEQ-8 Review	project	\$220		0		0	0
	lot	\$50		0		0	0
*plus \$130 per hour for review in excess of 30 minutes	hour	\$130	If Required	To be invoiced			
Stormwater Exception 17.36.310(6)(c) review	Project	\$130		0		0	0
<b>OTHER</b>							0
Review of Revised Lot Layout Document	lot	\$160		0		0	0
Deviation from Circular	Request*	\$250		0		0	0
*plus \$130 per hour for review in excess of two hours	hour	\$130	If Required	To be invoiced		0	
Waiver from Rules	request*	\$250		0		0	0
*plus \$130 per hour for review in excess of two hours	hour	\$130	If Required	To be invoiced		0	
Reissuance of original approval statement	request	\$70		0		0	0
Preparation of environmental impact statements/EAS/MEPA Exemption		actual	If Required	To be invoiced			
<b>TOTAL REVIEW FEE DUE</b>				0			
Fee Dispersement (CONTRACT or NOT as noted above)						0	0
Fee Dispersement (NONCONTRACT = \$35/parcel with onsite WWT)		# parcels	with onsite WWT			0	
Minus Check #	for	0		=Total due:	0		



Board Appointment - York Fire Service Area. (Connor Fitzpatrick)

Presented By:

Summary:

The Commissioners shall consider appointing Sarah Adydan and Suzann C. Podruzny to the vacancies on the York Fire Service Area Board of Trustees.

Legal Review Required:

**ATTACHMENTS:**

Description	Type
📎 2025 York Fire Service Area Appointment Packet	Staff Report

Connor Fitzpatrick  
Election Supervisor  
406-447-8338



City-County Building  
316 North Park/Room #168  
Helena, MT 59623

## CONSOLIDATED OFFICE OF TREASURER/CLERK AND RECORDER

TO: BoCC, Roger Baltz  
CONTACT: Nadine McCarty, BoCC Administrative Secretary  
DATE: February 28, 2025  
RE: Public Meeting 03/06/2025

### York Fire Service Area – Vacancy:

Julie Ouzts and JR McFadden, Trustees of the York Fire Service Area, notified the Lewis and Clark County Elections Office that they have resigned from the York Fire Service Area Board of Trustees. Currently, two individuals have applied for these openings.

The Elections Office has confirmed that Sarah Adydan and Suzann C. Podruzny are registered voters and residents of the York Fire Service Area and are therefore eligible to serve as a Trustee.

Per MCA 7-33-2106 (3), "Appointments to fill vacancies occurring during the term of office of a trustee must be made by the county governing body and appointees shall hold office until the next regular election." Lewis and Clark County Elections recommends filling both vacancies.

### Action:

1. Appoint Sarah Adydan and Suzann C. Podruzny to the York Fire Service Area Board of Trustees until the next regular election in May 2026.

Sarah Adydan  
6320 Favorite Gulch Rd.  
Helena MT 59602

Suzann C. Podruzny  
2047 N. Last Chance Gulch #135  
Helena MT 59601





## York Fire Service Area

Board of Trustees  
7450 Nelson Road  
Helena, MT 59602



September 27, 2024

**From:** Julie Ouzts, YFSA Secretary  
**To:** Jason Kreth, YFSA President

**Subject:** Resignation

Dear Jason,

We had discussed this previously, but I felt I should formally notify you that I need to resign my position on the Board, effective after our October 1<sup>st</sup> meeting.

I am sorry to have to do so, but between health issues and time out of the state, I have no option. And obviously Keith and I will head out in May on our long trip.

This was my second time to serve on this Board, and the current make up of officers is incredible. My best wishes to you all in the future.

Sincerely,

**Julie Ouzts**  
**Secretary**

----- Forwarded message -----

From: **J.R. McFadden** <jrm1972@yahoo.com>

Date: Sat, Feb 15, 2025 at 1:54 PM

Subject: Board Resignation

To: Jason Kreth <j.kreth@yahoo.com>, Sarah Adydan <sarah.adydan@gmail.com>, Sue Podruzny <suepodruzny@gmail.com>, Shauna Smith <yftrtreasurer@gmail.com>, Robert Martin <robertcmartin@hotmail.com>, YVFD Nick Lende 7655 <nick\_lende@hotmail.com>

**Dear Members of the York Fire Service Area Board,**

I am writing to formally resign from my position on the York Fire Service Area Board, effective immediately. After much consideration, I have decided that this step is necessary due to my upcoming relocation and increasing time constraints that limit my ability to serve effectively.

This decision has not been made lightly, as I have valued my time and contributions to the board and the community we serve. However, I believe that stepping down at this juncture is in the best interest of the board, allowing for a timely transition to new leadership.

I am confident that Sarah, with her experience and dedication, will be an excellent addition to the board. Her appointment will ensure continuity in our mission and operations, maintaining the high level of service we aim to provide.

I want to express my gratitude for the opportunity to work alongside such committed individuals and for the support and camaraderie I have experienced during my tenure. I remain committed to the community's well-being and will support the transition in any way I can from afar.

Thank you for understanding my situation, and I wish you all the best in your continued service to the community.

Sincerely,

J.R. McFadden

Lewis & Clark County Elections  
(406) 447-8338  
elections@lccountymt.gov



City-County Building  
316 North Park/Room #168  
Helena, MT 59623

**IN PERSON**  
**FEB 21 2025**

**Petition for Appointment**

For the Office of Trustee  
in the York Fire Service Area District for a term of 2 years

**PETITION TO BE FILED WITH COUNTY ELECTION ADMINISTRATOR**

Name: Suzann C. Podruzny  
Mailing Address: 2047 N. Last Chance Gulch #135 Helena 59601  
Street or PO Box City Zip  
Residence Address: 7450 Mountain Way Helena 59602  
Street City Zip  
County of Residence: Lewis & Clark Home Phone: 406-223-0188 Work Phone: 406-461-8408  
Email Address: suepodruzny@gmail.com  
Please list any public offices you currently hold, whether they are elected or appointed: None

**OATH OF QUALIFICATIONS - CANDIDATE MUST SIGN IN THE PRESENCE OF A NOTARY PUBLIC OR AN ELECTION ADMINISTRATOR/DEPUTY**

I hereby affirm that I possess, or will possess within constitutional and statutory deadlines, the qualifications prescribed by the Montana constitution and the laws of the United States and the state of Montana.  
Sue C. Podruzny 2-21-25  
Signature of Candidate Date

**NOTARY OR ELECTION ADMINISTRATOR/DEPUTY**

State of Montana  
County of Lewis & Clark County  
Acknowledged before me this 21st day of February, 2025 by Suzann C. Podruzny  
Printed Name of Candidate

Amy Rees  
Signature of Notary or Public Official  
Amy Rees  
Printed Name of Notary Public  
Notary Public for the State of \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_, 20\_\_\_\_

[SEAL/STAMP]

IN PERSON  
FEB 24 2025

Lewis & Clark County Elections  
(406) 447-8338  
elections@lccountymt.gov



City-County Building  
316 North Park/Room #168  
Helena, MT 59623

Petition for Appointment

For the Office of TRUSTEE  
in the 7 YORK FIRE SERVICE AREA District for a term of \_\_\_\_\_ years

PETITION TO BE FILED WITH COUNTY ELECTION ADMINISTRATOR

Name: SARAH ANDYDAN  
Mailing Address: 6320 FAVORITE GULCH RD HELENA 59602  
Street or PO Box City Zip  
Residence Address: \_\_\_\_\_  
Street City Zip  
County of Residence: LEWIS + CLARK Home Phone: 315 247 3335 Work Phone: \_\_\_\_\_  
Email Address: SARAH.ANDYDAN@EMAIL.COM  
Please list any public offices you currently hold, whether they are elected or appointed: N/A

OATH OF QUALIFICATIONS - CANDIDATE MUST SIGN IN THE PRESENCE OF A NOTARY PUBLIC OR AN ELECTION ADMINISTRATOR/DEPUTY

I hereby affirm that I possess, or will possess within constitutional and statutory deadlines, the qualifications prescribed by the Montana constitution and the laws of the United States and the state of Montana.

Sarah Andydan \_\_\_\_\_  
Signature of Candidate Date 2/24/25

NOTARY OR ELECTION ADMINISTRATOR/DEPUTY

State of Montana  
County of Lewis and Clark  
Acknowledged before me this 24 day of February, 20 25 by Sarah Andydan  
Printed Name of Candidate

Shirley Reewes  
Signature of Notary or Public Official

[SEAL/STAMP]

Lo LV  
Printed Name of Notary Public

Notary Public for the State of \_\_\_\_\_

Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_, 20 \_\_\_\_\_