

Madison County Board of Commissioners Meeting

10:00 am Tuesday, March 31, 2026, until concluded

First Floor Public Meeting Room
Administrative Office Building, Virginia City, Montana

WebEx Login:

<https://madisoncounty.my.webex.com/madisoncounty.my/j.php?MTID=m41ec260e52fb051a5b5abad7194ef5ac>

Meeting Number: 2557 256 7614 Password: VCMadison

Join by Phone: 1-650-479-3208 Password: 82623476

Press *6 to mute or unmute

Duke Gilman, District 1 Commissioner
Ron Nye, District 2 Commissioner, Chairman
Bill Todd, District 3 Commissioner

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

PUBLIC COMMENT (PLEASE LIMIT TO 5 MINUTES PER PERSON)

CONSENT AGENDA

- Minutes for March 23, 2026 Work Session Meeting
- Minutes for March 24, 2026 Regular Meeting
- Minutes for March 25, 2026 Special Meeting
- Approval of Claims

REPORTS OF COMMITTEES

- None

UNFINISHED BUSINESS

- Master Contract for the Provision of Public Health Services

NEW BUSINESS

- Second Reading of Ordinance 3- 2026, An Ordinance Adopting Amended Buildings for Lease or Rent Regulations
- Bid Opening for Madison County Courthouse Addition & Renovation
- Lake Road Bridge Replacement Contractor Award
- MCEP CG 25 050 Seyler Lane Bridge Replacement - Application for Payment #1 \$328,976.22, Order to Contractor to Resume Work, Signature Certification Form
- MCEP Silver Springs Bridge Replacement - Commitment of Contributed Funds
- MVM Kitchen Plan Decision
- Fairgrounds - Afton Tickets Contract
- Construction/ Demolition Permit Application/ Process and or Approval
- Senior Meals Contracted Services continuing through April at Virginia City Café
- Setting Hearing Date: Resolution 17-2026, A Resolution Providing for Sale and Disposition of County Real Property
- 12:00 PM CLOSED SESSION-Employee Relations

ANNOUNCEMENTS AND CALENDARS

Mar 27, 2026	Housing Advisory Board Meeting 9:00 AM Online Meeting
Mar 30, 2026	Planning Board Meeting 6:00 PM Annex Building Public Meeting Room
Apr 6, 2026	Mental Health Local Advisory Council 2:00 PM TBD
Apr 9, 2026	Library Board Meeting 9:30 am Thompson-Hickman Library
Apr 13, 2026	Airport Board Meeting 6:00 PM Annex Building Public Meeting Room
Apr 16, 2026	Fair Board Meeting 7:00 PM Fairgrounds
May 21, 2026	Safety Committee Meeting 10:00 AM Public Meeting Room

ADJOURNMENT

Madison County
Commissioners' Work Session Meeting
March 23, 2026, 10:00 am Mountain Time until concluded
103 W Wallace St, Virginia City, MT 59755, United States
First Floor Public Meeting Room
Administrative Office Building, Virginia City, Montana

Present:

Duke W. Gilman, Commissioner, District 1
Ron E. Nye, Commissioner, District 2, Chairman
William A. Todd, Commissioner, District 3

In attendance:

Ryan Wolter, IT Support Specialist, administered the Webex connection
Heather Thurs, BOC Clerk

Attendee List:

Kyle Nye
Allison Fread, Battle Ridge Builders
Kaleena Miller, MSU Extension
Kristi Millhouse, Director of Finance
Marissa Ford, MSU Extension
Bryce Lymen, COP construction
Shawna Lutgen, Grants Manager
Allen Rohrbach, Madison Valley Medical Center
Bryant Harp, Madison Valley Medical Center
Jim Hageman, Madison Valley Medical Center
Duncan Hedges, Sheriff
David Buchler, Madison County Attorney
Colton Lauer, Madison County Deputy Attorney

1. Call to Order, Pledge of Allegiance, Roll Call

2. Public Comment (Please Limit to 5 Minutes Per Person)

None

3. Report of Committees

3.1. Madison County Courthouse Rehabilitation and Addition

Pat Jacobs, representing Architecture Trio, informed the Commissioners that last week's pre-bid meeting was successful. Approximately 50 people attended the meeting including prime contractors and subcontractors. There were several questions from bidders that will be addressed. The final addendum is due 3/24/2026 at 3:00 PM. The deadline for bids remains unchanged.

Comment: Jacobs. Discussion: Commissioner Todd

3.2. Nursing Home Discussion

Christine Preece reported the current census. TRMCC has 17 residents. MVM has 15, with one resident currently hospitalized. The curbs and gutters projects are progressing. A special meeting is scheduled for March 25, 2026 to review the MVM kitchen project. Third person surveys are in process.

Comment: Preece. Discussion: Commissioner Todd, Commissioner Nye, Commissioner Gilman

4. Unfinished Business

None

5. New Business

5.1. Sarah Bickford Historic Truck Garden

Pat Jacobs announced Architecture Trio will be leasing the Sarah Bickford property from the Montana Heritage Commission. The property is west of the campground, at the east end of Virginia City. The property was originally a garden and orchard that provided food to the miners of the area. The goal of the project is to redevelop food producing gardens on the property. She and Kristen Ruppel will be working together with the Virginia City Preservation Alliance and local organizations to procure grants for the garden, including Agri-tourism grants.

Comment: Jacobs. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman

5.2. Bid Opening Lake Road Bridge

There were 5 bids presented. All bids met requirements to be eligible for consideration.

Battle Ridge Builders \$129,525.00

Highland Construction Services \$166,000.00

R. Rhodes Construction, Inc \$218,765.43

TCA, Inc \$139,450.00

COP Construction \$173,700.00

The bids will be taken under advisement, reviewed by the engineers, and considered for award.

Comment: Lutgen and Theys. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman

5.3. Fairgrounds Parking Lot Design

Jeremiah Theys, engineer with Great West commented the permits are in process. The proposed constructions areas will need to be evaluated to determine the exact size of the area

that is identified as wetland. Once the Army Corp of Engineers acknowledges receipt of the buy-sell agreement, work can begin on the event center grading. The area will need to be staked and the documents recorded, prior to excavation. There are wetland mitigation credits to be applied to the project, saving approximately \$200,000.00. A citizen is willing to donate some excavation work toward the project. There will be a substantial amount site preparation required. The logistics of the site preparation will be further discussed in the future.

Comment: Theys and Nye. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman

5.4. MSU Extension Program Update

Marissa Ford updated on the 4-H program. Currently there are over 330 children and over 500 adult volunteers active in the program. Recent program highlights included Achievement Day, Large Animal Science Workshop, Livestock Judging Workshop, and Clover Bud Day. Upcoming events include a Quality Assurance Training. This training is designed to teach members how to ethically raise happy and healthy animals.

Kaleena Miller updated on the Adult Education Program. Recently the County Extension hosted three round table events in Alder, Whitehall, and Ennis with a total of approximately 75 attendees. The recent calving simulator event in Alder was successful. Upcoming events include a Composting workshop and a Tree Planting and Pruning workshop. Extension is organizing a dual county, 9 month long, adult leadership program.

There was discussion regarding the proposed budget of the County Extension for the next fiscal year.

Discussion: Commissioner Todd and Commissioner Nye

5.5. Gravel Pit Policy

Commissioner Nye expressed concern that some activities occurring at the gravel pits may be in violation of the current lease. It was noted that current owners may not be aware of the non-compliance. Commissioner Todd stated that any non-compliance should be addressed immediately. Buchler commented the county attorney office is able to assist with communication, if needed. Commissioner Nye stated it is important for the county, and all parties involved, to be in compliance.

Comment: Lutgen. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman.

5.6. Madison Valley Hospital District Resolution

Allen Rohrbach, CEO of Madison Valley Medical Center, updated the Commissioners on the recent Resolution passed by the Board of the Madison Valley Hospital District. The hospital district trustees have some concerns with the language of SB260. The new resolution was written by the trustees to clarify the intent of the Madison Valley Hospital District and to reiterate

the original purpose of the 4.8 voted mills was to support the successful operation and maintenance of the Madison Valley Medical Center. The purpose of the voted mills has not changed. The levy is a minimum, and additional mills can be added over the eight-year period. There is an eight-year reconciliation payment requirement. The hospital district would like to have the funds distributed through the warrant system. The board requested the Commissioners preside over the preparation, execution and maintenance of an interlocal agreement between the two districts. If the proposed Big Sky Hospital District vote passes, this agreement will need to be executed between May 5, 2026 and July 1, 2026.

Hageman commented the warrant system simplifies the administrative requirements. The warrant process is transparent and auditable. Distributing funds through the warrant process will also reduce the requirements for the interlocal agreement. Madison Valley Medical Center currently operates successfully on a month to month budget. The warrant system could ensure continuity of funding.

Commissioner Todd noted there is an absence of statutory language for the process. Commissioner Todd noted there is no statute for the Commissioners to have oversight in an interlocal agreement.

Comment: Rohrbach and Hageman. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman

5.7. Finance – Pay Discrepancies

Kristi Millhouse, Finance Director, stated in the March 1st conversion from semi-monthly to biweekly paychecks, the number of paychecks remaining in the fiscal year changed from seven pay periods to eight. There was a miscalculation on the paychecks of salaried employees. The original calculation inadvertently included days worked outside of the fiscal year. Millhouse reported the calculations have been corrected, verified with WIPFLI, and employees have been compensated.

Comment: Millhouse. Discussion: Commissioner Todd and Commissioner Nye

5.8. MOA EPA Brownfields Coalition

County attorneys have reviewed the MOA and reported no concerns. The MOA can be presented for approval at the next meeting.

Comment: Buchler. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman

Adjournment

RESOLVED: With no further discussion, the meeting was adjourned at 11:02 am. The upcoming Commission meeting is scheduled for Tuesday, March 24, 2026, at 10:00 a.m. in the Public Meeting Room of the Administrative Building in Virginia City, Montana.

Signed:

Date:.....

Ronald E. Nye, Commissioner, Chairman

Date Approved: March 31, 2026

Signed:

Date:.....

Minutes prepared by:

Heather Thurs, BOC Clerk

Attest:

Date:.....

Paula McKenzie, Clerk and Recorder, Madison County

DRAFT

**Madison County
Commissioners Regular Meeting**

March 24, 2026, 10:00 am Mountain Time until concluded
103 W Wallace St, Virginia City, MT 59755, United States
First Floor Public Meeting Room
Administrative Office Building, Virginia City, Montana

Present:

Duke W. Gilman, Commissioner, District 1
Ron E. Nye, Commissioner, District 2, Chairman
William A. Todd, Commissioner, District 3

In attendance:

Ryan Wolter, IT Support Specialist, administered the Webex connection
Heather Thurs, BOC Clerk

Attendee List:

Cody Marxer, Planning
Beth Famiglietti, LMLC
Sherrie High
Dan High
Shawna Lutgen, Grant Manager
Kristi Millhouse, Finance
Duncan Hedges, Sheriff
Colton Lauer, County Attorney
David Buchler, County Attorney
Jordan Allhands, Justice of the Peace
Brooke Schandelmeier

1. Call to Order, Pledge of Allegiance, Roll Call

2. Public Comment (Please Limit to 5 Minutes Per Person)

None

3. Consent Agenda

- 3.1. Minutes for March 16, 2026, Work Session**
- 3.2. Minutes for March 16, 2026, Special Meeting**
- 3.3. Minutes for March 17, 2026, Regular Meeting**
- 3.4. Minutes for March 17, 2026, Special Meeting**
- 3.5. Approval of Claims**

RESOLVED: Commissioner Todd moved to approve the Consent Agenda with notation on the Claims that check #150639 was voided and replaced as check #150679 with corrected total of \$9,076.00.

Commissioner Gilman seconded the motion.

For: William Todd, Ron Nye, Duke Gilman. Motion passed.

Comment: None. Discussion: None.

4. Reports of Committees

None

5. Unfinished Business

None

6. New Business

6.1. Madison Street - TRMCC ADA Improvements Payment #4 \$29,528.41

Shawna Lutgen, Grant Manager commented project is proceeding as planned.

RESOLVED: Commissioner Todd moved to approve the Madison Street - TRMCC ADA Improvements Payment #4 \$29,528.41. Commissioner Gilman seconded the motion.

For: William Todd, Ron Nye, Duke Gilman. Motion passed.

Comment: Lutgen. Discussion: Commissioner Todd.

6.2. Moonlight Basin Lee's Pool 1 Subdivision- SIA Extension

Cody Marxer, Planning Director, presented historical insights, clarifying the county does not have an established timeline for completion of SIA. Projects are expected to take 3-5 years to complete in order to meet public safety requirements, etc. The projects are proceeding as planned. The extension will be granted through 12/31/2026.

RESOLVED: Commissioner Todd moved to approve Moonlight Basin Lee's Pool 1 Subdivision- SIA Extension. Commissioner Gilman seconded the motion.

For: William Todd, Ron Nye, Duke Gilman. Motion passed.

Comment: Marxer. Discussion: Commissioner Todd.

6.3. Moonlight Basin Lee's Pool 2 Subdivision- SIA Extension

Cody Marxer, Planning Director commented the SIA Extension is identical to the Moonlight Basin Lee's Pool 2 Subdivision- SIA Extension. The project is currently in compliance. The extension will be granted through 12/31/2026.

RESOLVED: Commissioner Todd moved to approve Moonlight Basin Lee's Pool 2 Subdivision- SIA Extension. Commissioner Gilman seconded the motion.

For: William Todd, Ron Nye, Duke Gilman. Motion passed.

Comment: Marxer. Discussion: None.

6.4. Master Contract for the Provision of Public Health Services

Commissioner Todd moved to continue the Master Contract for the Provision of Public Health Services. Commissioner Gilman seconded the motion.

For: William Todd, Ron Nye, Duke Gilman. Motion passed.

Comment: None Discussion: Commissioner Gilman, Commissioner Nye, and Commissioner Todd.

6.5. Courthouse Final Move-out Date

Commissioner Todd recommended establishing a final move-out date to have all departments remove belongings before construction. Each office needs to be responsible for their contents. Court Documents will need to be maintained in order. Court documents will require access-controlled accessibility throughout renovations and will need alternative storage. Commissioner Todd commented that any items left in the vault during construction could be compromised. David Buchler, County Attorney recommended the Commissioners hire a moving company. Discussion included the department heads are willing to participate and help oversee the movers to ensure all confidentiality and storage requirements are maintained throughout the moving process. Historical artifacts, documents, and antique furniture will be safeguarded and will be moved to climate-controlled storage units. Some low value surplus particle board furniture, outdated MCA books, and broken furniture will be disposed of.

RESOLVED: Commissioner Todd moved to establish April 30, 2026 as the final move-out date for the courthouse, with the Commissioners will hire the movers, and coordinate the process. Commissioner Gilman seconded the motion.

For: William Todd, Ron Nye, Duke Gilman. Motion passed.

Comment: Hedges, Allhands, Schandelmeier and Buchler. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman

6.6. Courthouse Contract Terms — AIA Document

Colton Lauer, County Attorney presented historical context on the AIA document. The standard A1042017 contract as presented can be accepted with additional modifiers included to ensure compliance with statutes including Title XVIII. Commissioner Todd commented on the need to have an Owner's Manual with specifications upon completion of the project, to ensure proper utilization of the installed amenities. Lauer commented on the need to ensure proper insurance coverage for the county and the contractors. The scope of the project necessitates both bonding and insurance. It was recommended that the contractors have Commercial General Liability Insurance to cover up to approximately

\$12,000,000.00. Commissioner Gilman commented the county voted value of the construction project was approved at approximately \$11,600,000.00. Commissioner Todd noted a supplement “all risk” rider may be needed. Lauer commented the final contract negotiations will be completed at a later date. The preferred process is to add addendums, rather than to extend contract negotiations. The addendum is due today at 3:00.

RESOLVED: Commissioner Todd moved to approve the use of document A1042017 and to include Title XVIII addenda, an owner’s manual addenda, and any other such changes as may be required.

6.7. MOA EPA Brownfields Coalition

Lauer commented the county attorney’s office had reviewed the MOA EPA Brownfield Coalition and recommend no edits.

RESOLVED: Commissioner Gilman moved to approve the MOA EPA Brownfields Coalition.

For: William Todd, Ron Nye, Duke Gilman. Motion passed.

Comment: Lauer. Discussion: Commissioner Nye

Adjournment

RESOLVED: With no further discussion, the meeting was adjourned at 10:38 am. The upcoming Commission meeting is scheduled for Tuesday, March 31, 2026, at 10:00 a.m. in the Public Meeting Room of the Administrative Building in Virginia City, Montana.

Signed:

Date:.....

Ronald E. Nye, Commissioner, Chairman

Date Approved: March 31, 2026

Signed:

Date:.....

Minutes prepared by:

Heather Thurs, BOC Clerk

Attest:

Date:.....

Paula McKenzie, Clerk and Recorder, Madison County

**Madison County
Commissioners Special Meeting**

March 25, 2026, 2:00 pm Mountain Time until concluded
Madison Valley Manor
211 N Main Street
Ennis, Montana

Present:

Duke W. Gilman, Commissioner District 1
Ronald E. Nye, Commissioner District 2, Chairman
William A. Todd, Commissioner, District 3

In Attendance:

Sarah Carlson, Commissioners' / Airport Assistant, was present to take minutes

Attendee List:

Christine Preece, Nursing Home Administrator
Melissa Brummell, Nursing Home Infection Perfectionist
Chad Tree, MVM Kitchen Supervisor
Sandahl Christensen, Dietary Aide Madison Valley Manor
Shawna Lutgen, Grants Manager
Joanne Galiger, Nursing Home Foundation
Becky Lawson, A&E-SMA Design
Jason Davis, A&E-SMA Design
Mati Bishop, The Madisonian

1. Call to Order, Roll Call

2. Kitchen Walkthrough at MVM with SMA

Becky Lawson and Jason Davis from A&E-SMA Design convened at Madison Valley Manor to discuss the three distinct kitchen renovation alternatives, including associated costs, the bidding process, potential construction duration, and subsequent steps. This matter will be scheduled for the Commissioners' agenda next Tuesday for approval. Updates will be provided by A&E-SMA Design bi-weekly.

Comment: Lawson, Davis, Galiger, Lutgen, and Preece. Discussion: Commissioner Nye, Commissioner Todd, and Commissioner Gilman.

Adjournment

The meeting was subsequently adjourned at 2:36 pm without further discussion, after which all participants proceeded to the Courthouse for a pre-bid walk-through.

The upcoming Regular Commissioner meeting is scheduled for Tuesday, March 31, 2026, at 10:00 am, in the Public Meeting Room of the Administrative Building in Virginia City, Montana.

Signed:
Ronald E. Nye, Commissioner, Chairman
Date Approved: March 31, 2026

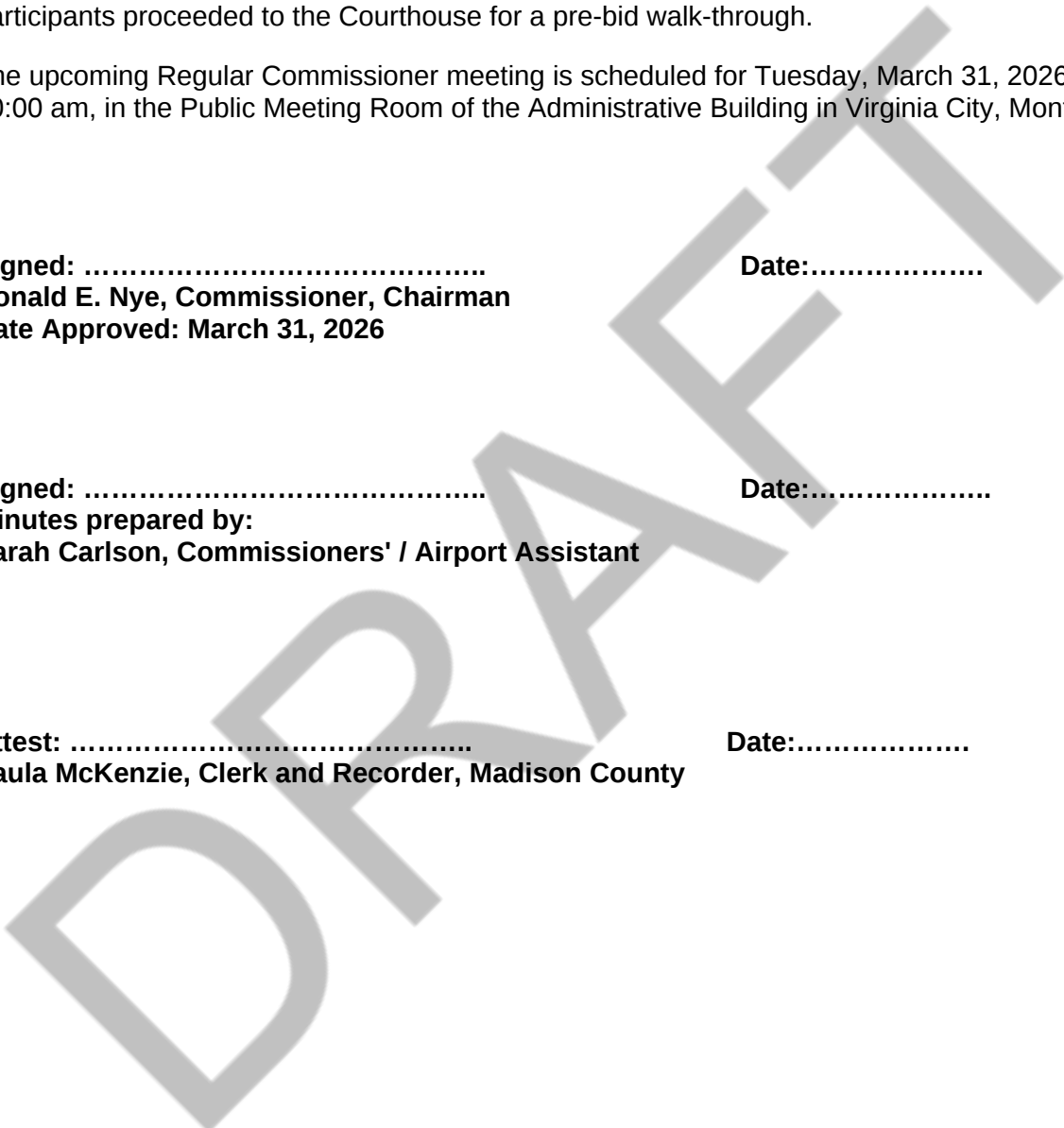
Date:.....

Signed:
Minutes prepared by:
Sarah Carlson, Commissioners' / Airport Assistant

Date:.....

Attest:
Paula McKenzie, Clerk and Recorder, Madison County

Date:.....



DPHHS General Contract Template
Rev. 2.26

**MASTER CONTRACT FOR
THE PROVISIONS OF PUBLIC HEALTH SERVICES WITH Insert Contractor Name
CONTRACT INSERT CONTRACT NUMBER**

THIS MASTER CONTRACT, is entered into between the Montana Department of Public Health and Human Services, (the "Department"), Business Financial Services Division (the "Division") Office of Procurement & Contracts whose contact information is as follows: PO Box 4210, Helena, MT, 59620, and Phone Number (406) 444-2602, and hhsopcs@mt.gov, and Insert Contractor Name (the "Contractor"), whose contact information is as follows: Federal Tax ID Insert Federal Tax ID Number, UEI Number, Insert UEI Number, Insert Street Address, Insert City, Insert State, Insert Zip Code, Phone Number Insert Phone Number, and Fax Number Insert Fax Number; respectively (collectively, the "Parties").

Commented [AP1]: County, please add information. And email address

Transition of Prior Agreements

1. Continuity of Services: All task orders, statements of work, and related obligations issued under the previous Master Contract [insert contract number] shall remain in full force and effect until their stated completion date, unless otherwise amended or terminated in accordance with their terms.

2. Incorporation into New Master Contract: Effective as of the execution date of this Master Contract, all active task orders under the previous Master Contract shall be deemed incorporated herein and governed by the terms of this Master Contract, except where such task orders expressly conflict with the provisions herein. In the event of a conflict, the terms of this Master Contract shall prevail unless otherwise agreed in writing by both parties.

3. Transition Period: The parties agree to cooperate in good faith to ensure a smooth transition of all ongoing work, deliverables, and obligations from the previous Master Contract to this Master Contract, without disruption to services.

4. No Waiver of Obligations: The transition shall not relieve either party of any obligations, liabilities, or rights accrued under the previous Master Contract prior to the effective date of this Master Contract.

SECTION 1. SERVICES/SCOPE OF WORK

- A. This Contract constitutes the basic agreement between the parties for the Master Contract with Insert Contractor Name. All Scopes of work will be referenced in Task Orders associated with this Master Contract.
- B. Time is of the essence under this Contract.
- C. The Department and the Contractor, their employees, agents, contractors, and subcontractors will cooperate with each other, and with other state or federal administrative agency employees, contractors and subcontractors for purposes relating to the delivery of and administration of the services to be delivered under this Contract.
- D. The Contractor will perform the Services in accordance with all of the provisions of the Contract, which consists of the following documents:
1. Contract (this instrument)
 2. Attachment A: Federal and State Law Requirements
 3. Attachment B: Insurance Requirements
 4. Attachment C: Business Associate Agreement
 5. Attachment D: Assurances

6. Attachment E: Montana Information Technology Terms and Conditions

E. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Except for the terms included in the Attachment and Exhibits hereto, no other terms and conditions shall apply, including terms listed or referenced on the Contractor's website, in the Contractor's quotations or in similar documents subsequently provided by the Contractor, unless otherwise agreed by the Parties.

SECTION 2. TERM OF CONTRACT

The term of this Contract is from July 1, 2026, through June 30, 2036, unless terminated in accordance with the Master Contract. Amendments of this Master Contract, by written agreement of the parties, may be made at one-year intervals, or any interval that is agreed upon by both parties. This Contract, including any renewals, may not exceed a total of **Insert Term** years.

SECTION 3. CONSIDERATION AND PAYMENTS

A. Other Programs as Payers for Services – Non-Duplication of Payment

The Contractor may not seek compensation from monies payable through this Contract for the costs of goods and services that may be or are reimbursed, in whole or in part, from other programs and sources.

B. Billing Procedures and Requirements

Payment Terms. Unless otherwise noted in the solicitation document, State has thirty (30) days to pay invoices, as allowed by 17-8-242, MCA. Contractor shall provide banking information at the time of Contract execution in order to facilitate State's electronic funds transfer payments.

Reference to Contract. The Contract number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the Contract. If the number is not provided, State is not obligated to pay the invoice.

1. Payment to the Contractor shall be made to:
 - Insert Contractor Name
 - Insert Address
 - Insert City, Insert State, Insert Zip Code

Commented [AP2]: County, please add information.

2. The Contractor must bill in accordance with the procedures and requirements the Department identifies and must itemize all services and expenses for reimbursement.

C. Adjustments to Consideration

The Department may adjust the consideration provided to the Contractor under this Contract based on any reductions of funding, governing budget, erroneous or improper payments, audit findings, or failings in the Contractor's delivery of services.

E. Erroneous and Improper Payments

Insert Contract Number;DPHHS Insert Contract Number

The Contractor may not retain any monies the Department pays in error or which the Contractor, its employees, or its agents improperly receive. The Contractor must immediately notify the Department if it determines a payment may be erroneous or improper, and must return that payment within 30 days of the Department requesting its return. If the Contractor fails to return to the Department any erroneous or improper payment, the Department may recover such payment by any methods available under law or through this Contract, including deduction of the payment amount from any future payments to be made to the Contractor.

F. Final Payment

The Department will issue the final payment to the Contractor for the Services when the Department has accepted the Services and determined that the Contractor has met all of its Contract performance obligations satisfactorily.

G. Tax Exemption

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

H. Personal Property Tax

All personal property taxes will be paid by Contractor.

SECTION 4. PREVALING WAGE REQUIREMENTS, RESERVED
SECTION 5. COST ADJUSTMENTS, RESERVED
SECTION 6. WARRANTIES, RESERVED

SECTION 7. CREATION AND RETENTION OF RECORDS

- A. The Contractor must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Contract and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Contract and for six (6) years and three (3) months after its completion date. The obligation to maintain records required by this paragraph survives the termination or expiration of this Contract.
- B. If any litigation, reviews, claims or audits concerning the records related to the performance of the Contract is begun, then the Contractor must continue to retain records until such activity is completed.
- C. The Contractor must provide the Department and its authorized agents with reasonable access to records the Contractor maintains for purposes of this Contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices or other location as agreed to by the parties.

SECTION 8. ACCOUNTING, COST PRINCIPLES, AND AUDIT

- A. Accounting Standards

The Contractor must maintain a system of accounting procedures and practices sufficient for the Department to determine to its satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

B. Audits and Other Investigations

The Department and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, to ensure the appropriate administration and performance of this Contract, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Contract. The Contractor will provide the Department and any other authorized governmental entity and their agents access to and the right to record or copy any and all of the Contractor's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be undertaken, and access shall be afforded under this section from the time the parties enter this Contract until the expiration of 8 years from the completion date of this Contract.

C. Corrective Action

If directed by the Department, the Contractor must take corrective action to resolve audit findings. The Contractor must prepare a corrective action plan detailing actions the Contractor proposes to undertake to resolve the audit findings. The Department may direct the Contractor to modify the corrective action plan.

D. Reimbursement for Sums Owing

The Contractor must reimburse or compensate the Department in any other manner as the Department may direct for any sums of monies determined by any administrative activity, investigation or audit to be owing to the Department.

E. The Contractor must comply with the federal audit and cost accounting requirements set forth in 45 CFR Part 75 and 2 CFR Part 300.

F. The Contractor will provide the completed reports with the results of the service organization control (SOC) 1 Type II audit to the Department by the 30th of September each year. The Contractor shall provide a mitigation plan for all areas of non-compliance. Issues found to be non-compliant shall be corrected within forty (40) calendar days of the report submission to the Department.

SECTION 9. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

A. The Contractor will not assign, transfer, delegate, or subcontract any right or duty arising under any **Task Order issued pursuant to this Contract** without prior written approval from the Department.

B. Any assignment, transfer, delegation, or subcontracting of the Contractor's rights or duties under a Task Order does not relieve the Contractor from its responsibility and liability for performance of all obligations under that Task Order. The Contractor will be as fully responsible for the acts or omissions of any subcontractor as it is for its own acts or omissions.

SECTION 10. INDEMNIFICATION

- A. The Contractor, at its sole cost and expense, must indemnify, defend, and hold harmless the State of Montana against any allegations of liability of any kind, relating to personal injury, death, damage to property, or any other legal obligation and any resulting judgments, losses, damages, liability, penalties, costs, fees, cost of legal defense and attorney's fees, to the extent caused by or arising out of Contractor's performance of services under this Contract or in any way resulting from the acts or omission of Contractor, and/or its agents, employees, representatives, assigns, and subcontractors.
- B. The Department must give the Contractor notice of any allegation of liability and at the Contractor's expense the Department shall cooperate in the defense of the matter.
- C. If the Contractor fails to fulfill its obligations as the indemnitor under this section, the Department may undertake its own defense. If the Department undertakes its own defense, the Contractor must reimburse the Department for any and all costs to the Department resulting from settlements, judgments, losses, damages, liabilities, and penalties and for all the costs of defense incurred by the Department including but not limited to attorney fees, investigation, discovery, experts, and court costs.

SECTION 11. LIMITATIONS OF STATE LIABILITY

- A. Any liabilities of the State of Montana and its officials, employees and agents are governed and limited by the provisions of Title 2, Chapter 9, MCA, for all acts, omissions, negligence, or alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Contract.
- B. The Department shall not be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract for consequential, incidental, indirect, special, or exemplary damages, including without limitation lost profits and lost business opportunities.
- C. Contractor's liability for Contract damages is limited to direct damages and further to no more than twice the Contract amount. Contractor shall not be liable for special, incidental, consequential, punitive, or indirect damages. Damages caused by injury to persons or tangible property, or related to intellectual property indemnification, are not subject to a cap on the amount or type of damages.

SECTION 12. INSURANCE COVERAGE

Without limiting any of Contractor's obligations hereunder, Contractor must carry insurance coverage in accordance with the requirements stated in Attachment B, Insurance Requirements, attached hereto and incorporated herein by reference.

SECTION 13. CONFLICTS OF INTEREST

The Contractor must not have any conflict of interest regarding the performance of the Services under this Contract. The Contractor may not enter into any contract or other arrangement for the use, purchase, sale lease or rental of real property, personal property or services funded with monies of this Contract if an employee, administrator, officer or director of the Contractor may receive a financial or other valuable benefit as a result. The Department may grant exceptions to this prohibition where it determines the particular circumstances warrant the granting of an exception.

Insert Contract Number;DPHHS Insert Contract Number

SECTION 14. COMPLIANCE WITH LAWS/WARRANTIES

- A. The Contractor must comply with all state and federal laws, rules, regulations, ordinances, and executive orders applicable to the performance of the Services under this Contract. Attachment A to this Contract contains a list of state and federal authorities. The Contractor must assure that all subcontractors comply with all applicable laws.
- B. **Civil Rights.** The Contractor may not discriminate in any manner against any person on the basis of race, color, national origin, age, physical or mental disability, marital status, religion, creed, sex, sexual orientation, political beliefs, genetic information, veteran's status, culture, social origin or condition, ancestry, or an individual's association with individuals in any of the previously mentioned protected classes in the performance of this Contract or in the delivery of Montana State services or funding on behalf of the State of Montana.
- C. The Contractor must submit the assurances, where applicable, set forth in Attachment D to this Contract prior to commencement of work under this Contract.
- D. The Contractor represents and warrants that the Contractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.
- E. The Contractor represents and warrants that it is an independent contractor and that its employees, agents and subcontractors are not employees of the State of Montana. The Contractor may not in any manner represent or maintain the appearance of being employees of the State of Montana.
- F. The Contractor must comply with all applicable Workers' Compensation requirements.
- G. The Contractor must pay all state, federal, social security, unemployment insurance, and all other taxes, assessments, or contributions due and payable to the State of Montana and/or the United States in connection with the Services to be performed under this Contract. The Contractor must hold the State of Montana harmless from any liability on account of any such taxes or assessments.
- H. 2 CFR 200: 2 CFR 200.332(b) will be associated to each **Task Order issued pursuant to this Contract**
- I. Nondiscrimination Against Firearms Entities/Trade Associations. RESERVED
- J. **Reporting Requirements for Food Products Procured by Governmental Bodies.** Pursuant to 2025 Senate Bill 246, vendors who contract to provide over \$100,000 of food products to a government body must submit annual reports. The Annual Reporting Period is defined as the twelve-month period of the Contract Term between October 1 and September 30. For all contracts with a total contract a government body must submit annual reports. The Annual Reporting Period is defined as the twelve-month value over \$100,000, starting November 1, 2025, Contractor shall annually report to the State: (1) total dollar value of food products purchased by State during the previous Annual Reporting Period; (2) total dollar value of Montana-produced food products purchased by State during the previous Annual Reporting Period; and (3) to the extent possible, the total dollar value of Montana-produced food products purchased by State during the previous Annual Reporting Period in each of the following categories:

1. meat, including but not limited to beef, poultry, pork, fish, sheep, and goat;
2. produce as defined in 80-3-302, MCA;
3. alcoholic beverages, as defined in 16-1-106, MCA;
4. nonalcoholic beverages and drinks;
5. dairy products and eggs;
6. pulse crops as defined in 15-6-220, MCA; and grain as defined in 80-4-402, MCA.

SECTION 15. REGISTRATION WITH SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with §§ 35-14-1505, 35-8-1001, and 35-12-1309 MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. §§ 35-8-1001, 35-12-1302, and 35-14-1502, MCA. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website.

SECTION 16. CONTRACT OVERSIGHT

Physical Access. Contractor represents and warrants that it has established and during the Term it will at all times enforce:

- a. Physical protection mechanisms for all information assets and information technology to ensure such assets and technology are stored and protected in appropriate data centers;
- b. Appropriate facility entry controls limiting physical access to systems that store or process data;
- c. Processes to ensure access to facilities is monitored and is restricted on a “need to know” basis;
- d. Controls to physically secure all Confidential Information and to properly destroy such information when it is no longer needed.

SECTION 17. CONFIDENTIALITY

A. Personal Information

1. During the term of this Contract, the Contractor, its employees, subcontractors and agents must treat and protect as confidential all material and information the Department provides to the Contractor or which the Contractor acquires on behalf of the Department in the performance of this Contract which contains the personal information of any person. Personal Information is information that can be used to distinguish or trace an individual's identity (PII).
2. In its use and possession of personal information, the Contractor must conform to security standards and procedures meeting or exceeding current best business practices. Upon the Department's request, the Contractor will allow the Department to review and approve any specific security standards and procedures of the Contractor.

B. Notice by Contractor of Unauthorized Disclosures or Uses of Personal Information

Immediately upon discovering any unauthorized disclosure or use of personal information by the Contractor, its employees, subcontractors, agents, the Contractor must confidentially report the disclosure or use to the Department in detail, and must undertake immediate measures to retrieve all such personal information and to prevent further unauthorized disclosure or use of personal information.

C. Notice by Contractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Personal Information

1. The Contractor must provide the Department with written notice within five workdays of the Contractor receiving notice of any administrative action or litigation threatened or initiated against the Contractor based on any legal authority related to the protection of personal information.
2. With its notice, the Contractor must provide the Department with copies of any relevant correspondence, pleadings, papers, administrative or legal complaints and determinations.

D. Contract Information

The Contractor must hold in strict confidence any data, findings, results, or recommendations obtained or developed by the Contractor in connection with the Services under this Contract, including but not limited to, information and data given to the Contractor by the Department, its agents or contractors or any other source.

E. Access/Use of Confidential Information

The Contractor may not access or use personal, confidential, or other information obtained through the Department, its agents and contractors, unless the Contractor does so:

1. in conformity with governing legal authorities and policies;
2. with the permission of the persons or entities to whom or which the information pertains; and
3. with the review and approval by the Department prior to use, publication or release.

F. The information contained within this Contract and attachments, inclusive of Contractor's proposal and its attachments, if any, and information otherwise provided to the Department in relation to this contractual relationship is not confidential and is available for public inspection and copying unless determined in accordance with federal or state law to be confidential as personal consumer, recipient or employee information or as business/corporate proprietary information that is protected from release. To any extent required or allowed by law, the Department has the right to use for public purposes and to disclose to the public contractual information inclusive of reports, evaluations, statistics, and other management and performance information related to this Contract.

SECTION 18. PROPRIETARY INFORMATION

A. Before the Department can recognize a business/corporate claim of confidential trade secret or proprietary information, the Contractor must identify and segregate the information for which the claim is being asserted and must have provided a detailed legal analysis supporting the claim of confidentiality. The Contractor must include with that claim an affidavit of legal counsel

on the form provided by the Department, titled "AFFIDAVIT FOR PROPRIETARY INFORMATION CONFIDENTIALITY," attesting to legal counsel's legal relationship to the Contractor, acknowledging the primacy of federal and Montana law with respect to the claim, and indemnifying the Department with respect to defense and warranting the Contractor's responsibility for all legal costs and attorneys' fees, should the Department accept the claim as legitimate and as a result be subjected to administrative or legal contest.

- B. The Department will provide the Contractor timely notice of any administrative or legal request or contest from a third-party seeking release of contractual and related information for which the Contractor has properly made a claim that the information is confidential as trade secret or proprietary information. If the Department determines that such information is subject to the public right to know and must be released as requested, the Department will provide the Contractor with notice of the intended release five working days prior to the date of the proposed release. The notice period is intended to allow the Contractor to make arrangements, if desired, to intervene through an appropriate legal forum to contest the release.

SECTION 19. COMPLIANCE WITH THE FEDERAL HIPAA AND HITECH PRIVACY AND SECURITY REQUIREMENTS

If the Contractor is a "Business Associate" as defined at 45 C.F.R. § 160.103, it must comply with the privacy and security requirements for functioning as a "business associate" of the Department or as a "covered entity" under HIPAA and HITECH. In addition to executing this Contract, the Contractor must execute the Business Associate Agreement attached to this Contract as Attachment C.

SECTION 20. PUBLICITY AND DISCLAIMERS

- A. The Contractor may not use monies under this Contract to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Contract with any specific political agenda, political party candidate for public office, or any matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal, and electronic media.
- B. The Contractor must inform any people to whom it provides consultation or training services under this Contract that any opinions expressed do not necessarily represent the position of the Department. All public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Contract prepared and released by the Contractor must include the statement:

"This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department."

- C. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Contract funded with (a) federal monies and (b) non-federal monies in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Contract.
- D. Before the Contractor uses, publishes, releases or distributes them to the public or to local and state programs, the Department must review and approve all products, materials, documents, publications, press releases, and media pieces (in any form, including electronic) the Contractor

or its agents produce with contract monies to describe and promote services provided through this Contract.

SECTION 21. ACCESS TO PREMISES

The Contractor must provide the State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times the Contractor's premises or other places where contractual performance occurs to inspect, monitor or otherwise evaluate contractual performance. The Contractor must provide reasonable facilities and assistance for the safety and convenience of the persons performing these duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

SECTION 22. LIAISON AND SERVICE OF NOTICES For the Master Contract, Task Order issued pursuant to this Contract will list the liaison responsible for the Task Order

A. Office of Procurement & Contracts, or their successor, will be the liaison for the Department. Contact information is as follows:

Business Financial Services Division,
DPHHS A. Office of Procurement & Contracts
PO Box 4210
Helena, MT 59620
Phone Number (406) 444-2602
hhsopcspb@mt.gov

Contract Manager for the Department and is the single point of contact and shall perform all contract management under 2-17-512, MCA, on the Department's behalf.

Insert Contractor Liaison, or their successor, will be the liaison for the Contractor. Contact information is as follows:

Insert Contractor Liaison,
Insert P.O. Box
Insert City, Insert State Insert Zip Code
Phone Number (406) Insert Phone Number
Fax Number (406) Insert Fax Number
Insert email

Commented [AP3]: County, please Insert name and contact information of person responsible for managing the Master Contract

These above referenced liaisons serve as the primary contacts between the parties regarding the performance of this Contract. The State's liaison and Contractor's liaison may be changed by written notice to the other party..

SECTION 23. MEETINGS

A. Technical or Contractual Problems. Contractor shall meet with the Department's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and the Department in the performance of their respective obligations, at no additional cost to the Department. The Department may request the meetings as problems arise and will be coordinated by the

Insert Contract Number;DPHHS Insert Contract Number

Department. The Department shall provide Contractor a minimum of three full working days' 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.

- B. Progress Meetings. During the term of this Contract, the Department's Project Manager shall plan and schedule progress meetings with Contractor to discuss Contractor's and the Department's progress in the performance of their respective obligations. These progress meetings will include the Department's Project Manager, Contractor's Project Manager, and any other additional personnel involved in the performance of this Contract as required. At each meeting, Contractor shall provide the Department with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the Department to perform its obligation under this Contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.
- C. Failure to Notify. If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by the Department, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.
- D. The Department's Failure or Delay. For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of the Department's failure or delay in discharging any Department obligation, the Department shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the Department agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional charges by Contractor. This is Contractor's sole remedy. If the Department does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

SECTION 24. FORCE MAJEURE

If the Contractor or the Department is delayed, hindered, or prevented from performing any act required under this Contract by an occurrence beyond the control of the asserting party including, but not limited to, theft, fire, public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order, and the asserting party gives prompt written notice of the event to the other party, then performance of the act shall be excused for the period of the delay, to the extent the performance is actually affected and the asserting party resumes performance as soon as practicable. Matters of the Contractor's finances shall not be considered a force majeure.

SECTION 25. CONTRACT TERMINATION

- A. The Department may terminate this Contract and any associated task orders without cause and in lieu of any or all other remedial measures available through this Contract. The Department terminating without cause must give written notice of termination to the Contractor at least sixty (60) days prior to the effective date of termination. In the event of such termination without cause, the Contractor shall be paid for all Services rendered satisfactorily to the termination date and for any direct costs (not including anticipated profits) incurred by the Contractor as a result of the termination. Such payment shall constitute the Contractor's sole right and remedy. The Department has the right to terminate without cause even when a condition of force majeure exists.
- B. The Department may immediately terminate this Contract and any associated task orders if the Contractor engages in any violation of state or federal law listed in this Contract or any attachment to this Contract, or which otherwise may be applicable to the Contract arising from the performance of Services under this Contract.
- C. The Department may terminate this Contract and any associated task orders in whole or in any aspect of performance under this Contract if:
 - 1. federal or state funding for this Contract and any associated task orders becomes unavailable or reduced for any reason;
 - 2. the Department determines that the Contractor is failing to perform in accordance with the terms of this Contract and any associated task orders. In such event, the Department shall give Contractor written notice of breach and an opportunity to cure the breach. Contractor will correct the breach within 30 calendar days of receipt of such notice unless the cure period is otherwise specified in the written notice of breach. If the breach is not corrected timely, this Contract and any associated task orders may be terminated immediately, in whole or in part, by written notice from the Department to Contractor. The option to terminate shall be at the sole discretion of the Department.
- D. Upon expiration, termination or cancellation of this Contract and any associated task orders, or any portion of this Contract, the Contractor must assist the Department, its agents, representatives and designees in closing out this Contract, and in providing for the orderly transfer of contract responsibilities and the continued delivery of contract services by the Department or its designee, and shall allow the Department access to the Contractor's facilities, records and materials to fulfill these requirements.
- E. 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 and any associated task orders:
 - 1. Products or services furnished fail to conform to any requirement;
 - 2. Failure to submit any report required by this Contract;
 - 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 Department approval or breaching Technical or Contractual Problems, obligations; or
 - 4. Voluntary or involuntary bankruptcy or receivership.
- F. Event of Breach by the Department. The Department's failure to perform any material terms or conditions of this Contract and any associated task orders constitutes an event of breach.
- G. Actions in Event of Breach. Upon Contractor's material breach, the Department may:

1. Terminate this Contract and any associated task orders under Termination for Cause or Convenience and pursue any of its remedies under this Contract, at law, or in equity; or
2. Treat this Contract and any associated task orders as materially breached and pursue any of its remedies under this Contract, at law, or in equity.

Upon the Department's material breach, Contractor may:

1. Terminate this Contract and any associated task orders under Termination for Cause with Notice to Cure, and pursue any of its remedies under this Contract, at law, or in equity; or
2. Treat this Contract and any associated task orders 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.

SECTION 26. ADDITIONAL REMEDIES

A. Withholding Payments

If the Contractor fails to perform the services in conformance with the requirements of this Contract, the Department has the right, with notice, to withhold any and all payments directly related to the non-compliant services. The Department may withhold any payments due to the Contractor, without penalty or work stoppage by Contractor, until the Contractor cures performance to the satisfaction of the Department. The Contractor is not relieved of its performance obligations if any payment is withheld.

The Department may withhold disputed payments to Contractor under the subject statement of work (or where no statement of work exists, the applicable contract). The withholding may not be greater than, in the aggregate, fifteen percent (15%) of the total value of the subject statement of work or applicable contract. With respect to payments subject to milestone acceptance criteria, the Department may withhold payment only for such specific milestone if and until the subject milestone criteria are met. Contractor is not relieved of its performance obligation if such payment(s) is withheld.

B. Reductions in Payments Due

Amounts owed to the Department by the Contractor under this Contract, including but not limited to liquidated or other damages, or claims for damages, may be deducted or set-off by Department from any money payable to Contractor pursuant to this Contract.

- C. If, in the Department's reasonable judgment, a default by Contractor is not so substantial as to require termination of the entire Contract, reasonable efforts to induce the Contractor to cure the default are unavailing, the Contractor fails to cure such default within 30 calendar days of receipt of notice from the Department, and the default is capable of being cured by the Department or by another resource without unduly interfering with continued performance by the Contractor, the Department, without prejudice to any other remedy it may have, may terminate performance of the particular service that is in default and provide or procure the services reasonably necessary to cure the default. In the event of a termination for failure to perform, Department will, without limiting its other available remedies, have the right to procure the terminated services and the Contractor will be liable for: (i) the cost difference between the cost of the terminated services and the costs for the replacement services acquired from another vendor or expended

by Department, and (ii) if applicable, the following administrative costs directly related to the replacement of this Contract: costs of competitive bidding, mailing, advertising, and staff time costs.

- D. Any remedies provided by this Contract are not exclusive and are in addition to any other remedies provided by law.

SECTION 27: TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, if the Contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall 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 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. State shall pay Contractor for any resources utilized in performing such transition assistance at the most current Contract rates. If State terminates a project or this Contract for cause, then State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages State may have sustained as a result of Contractor's breach.

OWNERSHIP OF DATA:

All data, information, work in progress, documents, reports, patents or copyrights developed in connection with any services under this Contract or information provided to the Contractor, both in hard-copy form and as may embodied on any recording and storage media, is deemed Department property and, upon request at the termination or expiration of this Contract, shall be delivered to the Department.

SECTION 28. CHOICE OF LAW, REMEDIES AND VENUE

- A. This Contract is governed by the laws of the State of Montana.
- B. For purposes of litigation concerning this Contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- C. If there is litigation concerning this Contract, the Contractor must pay its own costs and attorney fees.
- D. This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

SECTION 29. GENERAL

- A. No statements, promises, or inducements made by the parties or their agents are valid or binding if not contained in this Contract and the materials expressly referenced in this Contract as governing the contractual relationship.
- B. The headings to the section of this Contract are convenience of reference and do not modify the terms and language of the sections to which they are headings.

- C. Except as may be otherwise provided by its terms, this Contract may not be enlarged, modified or altered except by written amendment signed by the parties to this Contract.
- D. If there is a dispute as to the duties and responsibilities of the parties under this Contract, this Contract along with any attachments prepared by the Department, including request for proposal, if any, govern over the Contractor's proposal, if any.
- E. If a court of law determines any provision of this Contract is illegal, all other provisions of this Contract remain in effect and are valid and binding on the parties.
- F. Any provision of this Contract that is determined to conflict with any federal or state law or regulation, is inoperative to the extent it conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.
- G. Waiver of any default, breach or failure to perform under this Contract may not be construed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of a default, breach or failure to perform may not be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.
- H. This Contract may be executed in counterparts, which together will constitute one instrument.

SECTION 30. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

A. Contract

This Master Contract consists of Insert Number of pages numbered pages, any Attachments listed in Section 1, as amended, and Contractor's response, as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

B. 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.

C. Amendment

Any amendment or modification must be in a written agreement signed by the parties.

AUTHORITY TO EXECUTE

The Terms and Conditions of Contract Insert Contract Number

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

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ Date: _____
Insert Name, Insert Title

BY: _____ Date: _____
Insert Name, Director

BY: _____ Date: _____
Insert Name, Chief Information Officer

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES, OFFICE OF LEGAL AFFAIRS

Approved as to Legal Content:

BY: _____ Date: _____
Attorney

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES, OFFICE OF PROCUREMENT & CONTRACTS

Approved as to Form

BY: _____ Date: _____
Warranted Procurement Officer

Contractor is notified that pursuant to 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology or any statewide IT policy or standard.

BY: _____ Date: _____
Insert Name, State Chief Information Officer
ITPR#: Insert ITPR Number

CONTRACTOR

BY: _____ Date: _____
Authorized Signer

Insert Contract Number;DPHHS Insert Contract Number

Commented [AP4]: County please add all signers and anyone you wish to receive a copy of the Master contract once fully executed

**ATTACHMENT A
FEDERAL AND STATE LAW REQUIREMENTS**

Rev. 4/29/2022

A. Compliance with Federal Authorities

Contractor assures that it and any of its subcontractors will comply with all federal laws, regulations, and executive orders, that are applicable to this Contract, to include the provisions of the below referenced laws, regulations and executive orders. The list is not intended, nor must it be construed, as a listing of all federal authorities with which Contractor must comply for the purposes of the Contract, or that Contractor must comply with each of the authorities listed. The Contractor is responsible for determining with which federal authorities it must comply in the performance of the Contract.

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*), prohibiting discrimination based on race, color, or national origin, as implemented by DoD regulations at 32 CFR part 195.
2. Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*), prohibiting discrimination based on age, as implemented by DoD regulations at 32 CFR part 196.
3. Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681, *et seq.*), prohibiting discrimination based upon gender, as implemented by DoD regulations at 32 CFR part 196.
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), prohibiting discrimination based upon disability, as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.
5. Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*), prohibiting discrimination based upon disability.
6. Vietnam-Era Veterans Readjustment Assistance Act (38 U.S.C. § 4212), prohibiting discrimination in employment against protected veterans and requiring affirmative actions to recruit, hire, promote, and retain protected veterans.
7. The Federal Executive Orders 11246, 11478, and 11375 and 41 CFR Part 60, requiring equal employment opportunities in employment practices.
8. Executive Order No. 13166 requiring facilitation of access for persons with limited English proficiency to federally funded services.
9. False Claims Act, 31 U.S.C. §§ 3729-3733 (the "Lincoln Law"), prohibiting recipients of federal payments from submitting a false claim for payment.
10. Sherman Anti-Trust Act, 15 U.S.C. §§1-7m prohibiting any contract, trust, or conspiracy in restraint of interstate of foreign trade.
11. Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 and the Anti-Kickback Statute, 42 U.S.C. §§ 1320(a)-(7)a, prohibiting the exchange or offer to exchange anything of value to induce the referral of federal health care program business.
12. Copeland "Anti-Kickback" Act. Contractor agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this Contract, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.
13. Debarment and Suspension. Contractor is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180. These regulations restrict awards, subawards, and contracts with certain

Insert Contract Number;DPHHS Insert Contract Number

parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. Contractor agrees to comply with the DOD implementation of 2 CFR part 180 (at 2 CFR 1125) by checking the Excluded Parties List System (EPLS) at the current OMB website to verify (sub)contractor eligibility to receive contracts and subcontracts resulting from this Agreement. The Contractor shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the Contractor's contract files and shall be subject to audit by Federal and State audit agencies.

14. Whistleblower Protection Act, 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310, requiring compliance with statutory requirements for whistleblower protections.
15. Byrd Anti-Lobbying Amendment, (31 U.S.C. 1352). Contractors that bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
16. Drug-Free Work Place. Contractor agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).
17. Federal Funding Accountability and Transparency Act of 2006, requiring reporting of subawards and executive compensation;
 - a. First-tier Subawards.
All recipients, unless exempt as provided in paragraph D, must report each action that obligates \$30,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity. Recipients must report the information about each obligating action in accordance with the submission instructions posted at www.fsr.gov.
 - b. Total Compensation of Recipient Executives.
 - i. All recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if,
 - (1) the total Federal funding authorized to date under this award is \$30,000 or more; in the preceding fiscal year, recipients received: Eighty percent or more of the annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (3) The public does not have access to information about the compensation of the executives through periodic reports filed under the Securities Exchange Act of 1934 and Internal Revenue Code of 1986.
 - ii. Where and when to report. Recipients must report executive total

compensation described in paragraph b.1 of this award term:

- (1) The Contractor is to submit the Compensation Report to the Department by the end of the month following the month in which the total of the monies obligated through this Contract is at \$30,000 or more, whether occurring at the time of signing or at some later date due to a contractual amendment. The Contractor must continue to submit the Compensation Report annually during the term of the Contract on the anniversary of the initial date of submittal, even if the total consideration for the Contract is later amended to be less than \$30,000.
- (2) The Contractor will submit the Compensation Report to the Department by first-class mail addressed as follows or via email:
DPHHS
Attn: BFSD-FFATA Reporting
PO Box 4210
Helena, MT 59604-4210
hhsffata@mt.gov

c. Total Compensation of Subrecipient Executives.

All recipients unless exempt as provided in paragraph d. of this award term, for each first-tier subrecipient. Recipients must report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if

- i. in the subrecipient's preceding fiscal year, the subrecipient received:
 - (1) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards);
 - (2) \$30,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - (3) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

d. Exemptions. All recipients' gross income, from all sources of the previous tax year, under \$300,000, are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

18. Disclosure of Ownership and Control Information pursuant to 42 C.F.R. §§ 455.104, 455.105, and 455.106, requiring disclosures of ownership and control, business transactions, and persons with criminal convictions in connection with the delivery of Medicaid funded services.
19. Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Information Technology For Economic And Clinical Health of 2009 (HITECH), requiring compliance with privacy, security, electronic transmission, coding and other requirements applicable to Covered Entities or a Business Associate as defined for purposes of the acts.
20. Patient Protection and Affordable Care Act – P.L. 111-148

21. Section 1557 of the Affordable Care Act and 45 CFR Part 92, prohibiting discrimination in health programs and activities any part of which receives Federal financial assistance.
22. Use of United States Flag Vessels. Contactor agrees that travel under this Contract shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942. Contactor/Vendor agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).
23. Buy American Act. Contactor agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10a et seq). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.
24. System For Award Management. Contactor agrees to comply with the System for Award Management. Contactor must provide UEI number to the state. Unique Entity Identifier (UEI) means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. A UEI number may be obtained from www.sam.gov telephone (currently 866-606-8220) or the internet (currently at www.sam.gov).
25. Procurement of Recovered Materials. Contactor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
26. 2 C.F.R. 200.326, Appendix II, Required Contract Clauses. 2 C.F.R. 200.326, Appendix II, Required Contract Clauses are incorporated by reference as if set forth in full text and are made part of this agreement as applicable. Contactor shall comply with all applicable contract clauses and provide the same clauses in any subcontracts or purchase orders issued in support of this agreement with the State.
27. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Contactor agrees it will not provide or use covered telecommunications equipment or services in the performance of this Contract in compliance with 2 CFR 200.216. Covered telecommunications equipment or services has the meaning provided in Public Law 115-232, Section 889.
28. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387, As Amended. Any Contract or subcontract in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the State who in turn will report to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

29. Rights to Inventions Made Under a Contract or Agreement. Any discovery or invention that arises during the course of the Contract shall be reported to the non-Federal entity. Contractor/Vendor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
30. Uniform Relocation Assistance and Real Property Acquisition Policies. Contractor agrees that it will comply with CFR 49 part 24, which implements the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.
31. Lobbying. Contractor agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the State agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.
32. Contract Work Hours and Safety Standards Act. Contractor agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.
33. Environmental Protection.
- (a) Contractor agrees that its performance under this Contract shall comply with:
 - (1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
 - (2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
 - (3) The Resources Conservation and Recovery Act (RCRA);
 - (4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
 - (5) The National Environmental Policy Act (NEPA);
 - (6) The Solid Waste Disposal Act (SWDA);
 - (7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31; and
 - (8) To identify any impact this Contract may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

- (b) In accordance with the EPA rules, the parties further agree that the Contractor/Vendor shall also identify to the state any impact this Contract may have on:
- (1) The quality of the human environment and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
 - (2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
 - (3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
 - (4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
 - (5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
 - (6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

B. Compliance with State of Montana Authorities.

Contractor assures that it and any of its subcontractors will comply with all State of Montana laws, rules, ordinances and executive orders, that are applicable to this Contract, to include the provisions of the below referenced laws. The list is not intended, nor must it be construed, as a listing of all state authorities with which Contractor must comply for the purposes of the Contract, or that Contractor must comply with each of the authorities listed. Contractor is responsible for determining with which state authorities it must comply in the performance of the Contract.

1. Montana False Claims Act, Title 17, Chapter 8, part 4, MCA.
2. Montana Anti-Trust laws – §30-14-201, MCA, et. seq.
3. Montana Human Rights Act Title 49 MCA
4. Montana Governmental Code of Fair Practices Title 49, Chapter 3

ATTACHMENT B

Rev. 8/1/2024

INSURANCE REQUIREMENTS

Commented [AP5]: Counties when reviewing this section, please redline and add the amounts for your insurance policies in this section. DPHHS recognizes that the insurance is set, and most counties are self-insured. Please provide your most current insurance document when returning this contract. Insurance documents will be stored with the Master contract for any and all Task Orders written off said Master.

I. General Insurance Requirements

Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance protecting State, its elected and appointed officials, agents, and employees against claims for bodily injury, death, personal injury, property damage, and contractual liability, which may arise from or in connections with the negligence of Contractor, its employees, agents, representatives, assigns, or subcontractors. This insurance must include coverage of claims that may be caused by negligent act or omission. If Contractor maintains higher limits than the minimums required in this Contract, State is entitled to coverage up to the higher limits maintained by Contractor.

II. Primary Insurance

All insurance maintained by Contractor, or any subcontractor as required by this Contract will be primary insurance for Contractor's negligence for State its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers will be in excess of Contractor's insurance and will not contribute to it.

III. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer will reduce or eliminate such deductibles or self-insured retentions for State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor will procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

IV. Certificate of Insurance/Endorsements

A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by State Procurement Services Division, P.O. Box 200135, Helena, MT 59620-0135. The certificates must name the State of Montana as a certificate holder, and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies. Contractor's must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, or changes in status of policy. State reserves the right to require complete copies of insurance policies at all times.

V. Insurance Requirements.

Specific Requirements for 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. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be submitted.

Specific Requirements for Commercial General Liability:

Contractor shall purchase and maintain coverage at least as broad as Insurance Services Form CG 00 01 covering commercial general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits

of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its employees, officers, officials, agents, representatives, assigns, or subcontractors.

Contractor grants to State a waiver of any right do subrogation that any insurer of Contractor may acquire against State by virtue of the payment of any loss under insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver or subrogation, but this provision applies regardless of whether State has received a waiver of subrogation endorsement from Contractor's insurer.

State, its employees, officers, officials, agents, and volunteers are to be covered and listed as additional insured for liability arising out of services performed by or on behalf of Contractor, including materials, parts, or equipment furnished in connection with such services.

Specific Requirements for Automobile Liability:

Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 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.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

Specific Requirements for Professional Liability:

Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$ 1,000,000 per occurrence and \$ 2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of this Contract must not fall outside of the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

Cyber Security Insurance

Contractor shall purchase and maintain cyber/information security insurance coverage with combined single limits for each wrongful act of \$6,000,000 in the aggregate to cover the unauthorized acquisitions of personal information such as social security numbers, credit card numbers, financial account information, or other information that uniquely identifies an individual and may be of a sensitive nature in accordance with 2-6-1501, MCA through 2-6-1503, MCA. If Contractor maintains higher limits than the minimums shown above, State requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to State. Such insurance must cover, at a minimum, privacy notification costs, credit monitoring, forensics investigations, legal fees/costs, regulatory fines and penalties, and third-party liability settlements or judgements as may be caused by any act, omission, or negligence of Contractor's officers, agents, representatives, assigns or subcontractors. Note: if occurrence coverage is unavailable or cost-prohibited, State will accept "claims made" coverage provided the following conditions are met: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of the contract work; 2) insurance must be maintained and evidence of

insurance must be provided for at least three (3) years after completion of the contract of work; and 3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

DRAFT

ATTACHMENT C

Rev. 4/2019

BUSINESS ASSOCIATE AGREEMENT

PARTIES

This Business Associate Agreement (Agreement) is entered into between the Department of Public Health and Human Services, (the "Department"), State of Montana (State), whose contact information is as follows: PO Box 4210, Helena, MT, 59620, and Phone Number (406) 444-2602, and hhsopcspsb@mt.gov, and Insert Contractor Name (Business Associate), whose contact information is as follows: Federal Tax ID Number Insert Federal Tax ID Number, UEI Number Insert UEI Number, Insert Street Address, Insert City, Insert State, Insert Zip Code, Phone Number Insert Phone Number, and Fax Number Insert Fax Number.

THE PARTIES AGREE AS FOLLOWS:

1. Business Associate Status

- a. The Department is subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as codified at 42 U.S.C. § 1320d-d8, and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), enacted as part of the American Recovery and Reinvestment Act of 2009, as codified at 42 U.S.C. §§ 300jj et seq. and §§ 17901, et seq. and the implementing regulations for the two acts at 45 CFR Parts 160, 162 and 164.
- b. The Department has determined it is a hybrid entity as defined in the implementing regulations, that is a covered entity performing both covered and non-covered functions. Under the HIPAA and HITECH and the implementing regulations, the Business Associate, as an entity that performs or assists in the performance of an administrative or data function for the Department involving the use or disclosure of protected health information (PHI) for the Department, is acting as a business associate of a covered entity.

2. Definitions that Apply to This Agreement

Terms used in this Agreement have the same meaning as those terms in the HIPAA and HITECH Acts and the implementing regulations.

3. Status as a Business Associate

The Business Associate agrees that it is a Business Associate of the Department, as defined at 45 CFR § 160.103, and further agrees that it is obligated to comply with the terms of this Agreement and with the requirements of the HIPAA and HITECH Acts and the implementing regulations.

4. Obligations of Business Associate

The Business Associate, as a business associate of the Department, must:

- a. use or disclose PHI, including E-PHI, only as is permitted or required by this Agreement, in compliance with the Department's minimum necessary standard policies and procedures, or by applicable law inclusive of 45 CFR Parts 160, 162 and 164;
- b. use appropriate safeguards to prevent use or disclosure of PHI and E-PHI other than as provided for by this Agreement or by law;

Insert Contract Number;DPHHS Insert Contract Number

- c. implement appropriate administrative, physical and technical security safeguards as set forth in § 164.306, § 164.308, and § 164.312, that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and prevent use or disclosure of the PHI other than as provided for by this Agreement;
- d. mitigate to the extent practicable and as may be directed by the Department any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate that is in violation of the requirements of this Agreement;
- e. report in a timely manner as required by law and this Agreement to the Department any use or disclosure of the PHI not provided for by this Agreement inclusive of uses and disclosures of information that are not in compliance with the minimum necessary standard;
- f. report to the Department any security incident of which it becomes aware, and at the request of the Department must identify: i) the date of the security incident, ii) the scope of the security incident, iii) the Business Associate's response to the security incident, and iv) the identification of the party responsible for causing the security incident, if known;
- g. enter, as required by 45 CFR § 164.504, into Business Associate Agreements containing the terms and conditions as required by the HIPAA and HITECH Acts and the implementing regulations and as are stated in this Agreement, with any subcontractors performing services in relation to the services being provided by the Business Associate for the Department that involve PHI;
- h. make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the Department, available to the Department, or to the Secretary of the Federal Department of Health and Human Services in accordance with 45 CFR § 164.408, in a time and manner prescribed by the Department or designated by the Secretary, for purposes of the Secretary determining the Department's and the Business Associate's compliance with the Privacy Regulation, the Security Regulation, and the HITECH Act;
- i. document disclosures of PHI and collect information related to those disclosures necessary for the Department to respond to a request by a person for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 and Section 13405(c) of the HITECH Act;
- j. provide to the Department or a person, in time and manner prescribed by the Department, documentation necessary for the Department to respond to a request by a person for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Notwithstanding 45 CFR § 164.528(a)(1)(i), the Business Associate must document disclosures of PHI made through an electronic health record to carry out treatment, payment or health care operations as provided by 45 CFR § 164.506 in the six years prior to the date on which the accounting is requested, and to collect information related to such disclosures as required by the Secretary in regulation pursuant to Section 13405(c)(2) of the HITECH Act;
- k. implement a response program, in compliance with Section 13402 of the HITECH Act and implementing regulations, and Subpart D of 45 CFR Part 164 that specifies the actions to be taken when the Business Associate detects or becomes aware of unauthorized access to information systems. The response program must include the following features:
 - (i) The Business Associate must notify the Department, by facsimile or telephone, of any breach or suspected breach of its security related to areas, locations, or computer system which contain unsecured PHI, including, without limitation, any instance of theft, unauthorized access by fraud, deception, or other malfeasance or inadvertent access (an "incident") in accordance to 45 CFR § 164.410, as

promptly as possible, upon having reason to suspect that an incident may have occurred or determining the scope of any such incident, but in no event later than two (2) calendar days upon having reason to suspect that an incident may have occurred;

- (ii) In the event of any incident, the Business Associate must provide to the Department, in writing, those details concerning the incident as the Department may request, and must cooperate with the Department, its regulators and law enforcement to assist in regaining possession of the unsecured PHI and in preventing its further unauthorized use, and take any necessary remedial actions as may be required by the Department to prevent other or further incidents;
- (iii) If the Department determines that it may need to notify any person(s) as a result of such incident that is attributable to the Business Associate's breach of its obligations under this Agreement, the Business Associate must bear all reasonable direct and indirect costs associated with the determination, including, without limitation, the costs associated with providing notification to the affected person, providing fraud monitoring or other services to affected persons and any forensic analysis required to determine the scope of the incident;
- (iv) The Business Associate, working in cooperation with the Department, must update the notice provided to the Department under this Agreement of the incident to include, to the extent possible and as soon as possible, the identification of each person whose unsecured PHI has been, or is reasonably believed by the Business Associate or the Department to have been accessed, acquired, used or disclosed during the incident and must provide any of the following information the Department is required to include in its notice to the person pursuant to 45 CFR § 164.404(c):
 - (A) A brief description of what happened, including the date of the incident and the date of the discovery of the incident, if known;
 - (B) A description of the types of unsecured PHI that were involved in the incident (e.g., Social Security Number, full name, date of birth, address, diagnosis);
 - (C) Any steps the person should take to protect themselves from potential harm resulting from the incident;
 - (D) A brief description of what is being done to investigate the incident, mitigate the harm, and protect against future incidents;
 - (E) Contact procedures for persons to ask questions or learn additional information which shall include a toll-free number, an e-mail address, website, or postal address; and
 - (F) This additional information must be submitted to the Department immediately at the time the information becomes available to the Business Associate.
- (v) limit its use and disclosure of PHI created or received by the Business Associate from or on behalf of the Department to uses or disclosures as are permitted to the Business Associate under the applicable requirements of 45 CFR § 164.504(e) and the HITECH Act and the terms of this Agreement. The Business Associate must also comply with the additional requirements of Subtitle D of the HITECH Act that relate to privacy and that apply to covered entities and to the Business Associate as a business associate; and
- (vi) respond to a person's request under 45 CFR § 164.522(a)(1)(i)(A) that the Business Associate restrict the disclosure of the person's PHI.

5. Permitted Uses, Disclosures and Limitations

- a. Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI on behalf of, or to provide services to, the Department for the following purposes, if such use or disclosure of PHI would not violate the requirements of the HIPAA and HITECH Acts and the implementing regulations if done by the Department or otherwise violate the minimum necessary policies and procedures of the Department: Insert approved usage purpose All disclosures must be approved by the DPHHS Contract Liaison.
- b. The Business Associate may use PHI to report violations of federal and state laws to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1) and (2).
- c. The Business Associate, as required by 45 CFR § 164.504(e)(1)(iii), must terminate any business associate agreement with a subcontractor that violates the requirements of this Agreement or the applicable law.
- d. The Business Associate shall not directly or indirectly receive remuneration in exchange for PHI that is created or received by the Business Associate from or on behalf of the Department.

6. Use and Disclosure for Business Associate's Purposes

- a. The Business Associate must use and disclose PHI that is created or received by the Business Associate from or on behalf of the Department in compliance with each applicable requirement of 45 CFR § 164.504(e) and the HITECH Act.
- b. The Business Associate may use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate provided that:
 - (i) the disclosures are required by law;
 - (ii) the disclosures are expressly authorized in this Agreement by the Department;
 - (iii) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only for the purpose for which it was disclosed to the person; and
 - (iv) the Business Associate requires the person to whom the information is disclosed to immediately report any incident of which it is aware in which the confidentiality of the information has been breached.
- c. The Business Associate may only use PHI for Data Aggregation purposes if the Department in this Agreement expressly authorizes those purposes and the Data Aggregation is permitted in accordance with 42 CFR § 164.504(e)(2)(i)(B).
- d. To the extent otherwise permitted by this Agreement, a communication that is described in the definition of Marketing in 45 CFR § 164.501 for which the Department receives or has received Direct or Indirect Payment (excluding payment for Treatment) in exchange for making such communication, shall not be considered a Health Care Operation unless:
 - (i) such communication describes only a drug or biologic that is currently prescribed for the recipient of the communication and any payment received in exchange for making such a communication is reasonable in amount; or
 - (ii) the communication is made by the Business Associate on behalf of the Department and the communication is otherwise consistent with this Agreement. No communication may be made by the Business Associate without prior written authorization by the Department.

7. Obligations of the Department

- a. The Department must notify the Business Associate of any limitation(s) in the Department's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of PHI. A copy of the Department's Notice of Privacy Practice is attached to this Agreement and incorporated herein.
- b. The Department must notify the Business Associate of any changes in, or revocation of, permission by a person to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.
- c. The Department must notify the Business Associate of any restriction to the use or disclosure of PHI that the Department has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- d. The Department, except as may be expressly agreed to by the parties and stated in this Agreement, may not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the requirements of the HIPAA and HITECH Acts and the implementing regulations if done by the Department.

8. Term and Termination

- a. The term of this Agreement shall be effective as of the effective date that the Business Associate begins delivery of its services and shall terminate when all of the PHI provided by the Department to the Business Associate, or created or received by the Business Associate on behalf of the Department, is destroyed or returned to the Department, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this subsection.
- b. Upon the Department's knowledge of a breach, as defined in § 164.402, by the Business Associate, the Department, as its sole discretion, must provide an opportunity for the Business Associate to:
 - (i) cure the breach; or
 - (ii) end the violation and terminate this Agreement if the Business Associate does not cure the breach; or
 - (iii) end the violation within the time specified by the Department; or
 - (iv) immediately terminate this Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible; or
 - (v) if neither termination nor cure are feasible, the Department must report the violation to the Secretary.
- c. Upon the Business Associate's knowledge of a material breach by the Department, the Business Associate must either:
 - (i) notify the Department of such breach in reasonable detail, and provide an opportunity for the Department to cure the breach or violation; or
 - (ii) if cure is not possible, the Business Associate may immediately terminate this Agreement; or
 - (iii) if neither termination nor cure is feasible, the Business Associate shall report the violation to the Secretary.
- d. The Department may unilaterally terminate this Agreement with the Business Associate upon thirty (30) days written notice in the event:

- (i) the Business Associate does not promptly enter into negotiations to amend this Agreement when requested by the Department pursuant to the terms of this Agreement; or
- (ii) the Business Associate does not enter into an amendment to this Agreement providing assurance regarding the safeguarding of PHI that the Department, in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA and HITECH Acts and the implementing regulations.

9. Effect of Termination

- a. Except as provided in this subsection, upon termination of this Agreement, for any reason, the Business Associate shall at the Department's sole discretion return or destroy all PHI received from the Department, or created or received by Business Associate on behalf of the Department. This Agreement shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the PHI.
- b. In the event that the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate must provide to the Department notification of the conditions that make return or destruction infeasible. Upon written agreement by the Department that return or destruction of PHI is infeasible, the Business Associate must extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.

10. Miscellaneous

- a. Regulatory References. A reference in this Agreement to a section in the Privacy Regulation or Security Regulation means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Department to comply with the requirements of the HIPAA and HITECH Acts and the implementing regulations.
- c. Survival. The respective rights and obligations of the Business Associate under this Agreement shall survive the termination of this Agreement.
- d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Department to comply with the requirements of the HIPAA and HITECH Acts and the implementing regulations.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____
Insert Name, Insert Title

Date: _____

BUSINESS ASSOCIATE

BY: _____
Authorized Signer

Date: _____

**ATTACHMENT D
ASSURANCES**

DEPARTMENT'S ANNUAL CERTIFICATION

DPHHS GS-301
Rev. 5/2019

**ANNUAL CERTIFICATION FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES OF
THE CONTRACTOR'S COMPLIANCE WITH CERTAIN STATE AND FEDERAL REQUIREMENTS**

This annual certification form is standardized for general use by the Department Of Public Health And Human Services (Department) in contracting relationships. Not all of these assurances may be pertinent to the Contractor's circumstances. The Contractor in signing this form is certifying compliance only with those requirements that are legally or contractually applicable to the circumstances of the contractual relationship of the Contractor with the Department.

These assurances are in addition to those stated in the federal OMB 424B (Rev. 7-97) form, known as "ASSURANCES - NON-CONSTRUCTION PROGRAMS", issued by the federal Office of Management of the Budget (OMB). Standard Form 424B is an assurances form that must be signed by the Contractor if the Contractor is to be in receipt of federal monies.

There may be program specific assurances, not appearing either in this form or in the OMB Standard Form 424B, for which the Contractor may have to provide additional certification.

This form and OMB Standard Form 424B are to be provided with original signatures to the Department's contract liaison. The completed forms are maintained by the Department in the pertinent procurement and contract files.

Further explanation of several of the requirements certified through this form may be found in the text of related contract provisions and in the Department's policies pertaining to procurement and contractual terms. In addition, detailed explanations of federal requirements may be obtained through the Internet at sites for the federal departments and programs and for the Office for Management of the Budget (OMB) and the General Services Administration (GSA).

ASSURANCES

The **Contractor**, Insert Contractor Name, for the purpose of contracting with the Montana Department of Public Health & Human Services, by its signature on this document certifies to the Department its compliance, as may be applicable to it, with the following requirements.

The Contractor assures the Department:

GENERAL COMPLIANCE REQUIREMENTS

- A. That the Contractor does not engage in conflicts of interest in violation of any state or federal legal authorities, any price fixing or any other anticompetitive activities that violate the federal antitrust Sherman Act, 15 U.S.C. §§1 – 7, Anti-Kickback Act, 41 U.S.C. §§ 51-58, and other federal legal authorities. And that the Contractor does not act in violation of 18-4-141, MCA or other legal authorities by colluding with other contractors for the purpose of gaining unfair advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner.
- B. That the Contractor does not act in violation of the federal False Claims Act at 31 U.S.C. §§ 3729

Insert Contract Number;DPHHS Insert Contract Number

3733(the "Lincoln Law") or of the Montana False Claims Act, at Title 17, chapter,8, part 4, MCA. And that the Contractor and its employees, agents and subcontractors act to comply with requirements of the federal False Claims Act by reporting any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim to the federal government.

- C. That the Contractor is solely responsible for and must meet all labor, tax, and other legal Authorities requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, unemployment and other tax withholding, overtime wages and other employment obligations that may be legally required with respect to it.
- D. That the Contractor maintains necessary and appropriate workers compensation insurance coverage.
- E. That the Contractor is an independent contractor and possesses, unless by law not subject to or exempted from the requirement, a current independent contractor certification issued by the Montana Department Of Labor And Industry in accordance with 39-71-417 through 39-71-419, MCA.
- F. That the Contractor's subcontractors and agents are in conformance with the requirements of Sections B, C, and D of this Certification.
- G. That the Contractor, any employee of the Contractor, or any subcontractor in the performance of the duties and responsibilities of the proposed Contract: 1) are not currently suspended, debarred, or otherwise prohibited in accordance with 2 CFR Part 180, OMB Guidelines To Agencies On Government wide Debarment and Suspension (nonprocurement) from entering into a federally funded contract or participating in the performance of a federally funded contract; and 2) are not currently removed or suspended in accordance with 18-4-241, MCA from entering into contracts with the State Of Montana.
- H. That the Contractor is in compliance with those provisions of the privacy, security, electronic transmission, coding and other requirements of the federal Health Insurance Portability And Accountability Act of 1996 (HIPAA) and the federal Health Information Technology For Economic And Clinical Health (HITECH), a part of the American Recovery And Reinvestment Act Of 2009, and the implementing federal regulations for both acts that are applicable to contractual performance if the Contractor is either a Covered Entity or a Business Associate as defined for purposes of those acts.
- I. That, as required by legal authorities or contract, the Contractor maintains smoke and tobacco free public and work sites. And if the contract performance is related to the delivery of a human service, the Contractor does not perform any work involved in the production, processing, distribution, promotion, sale, or use of tobacco products or the promotion of tobacco companies; or 3) accept revenues from the tobacco industry or subsidiaries of the tobacco industry if the acceptance results in the appearance that tobacco use is desirable or acceptable or in the appearance that the Contractor endorses a tobacco product or the gifting tobacco related entity.

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS

- J. That the Contractor, in conformance with the Pro-Children Act of 1994 (20 U.S.C. §6081 *et seq.*), prohibits smoking at any site of federally funded activities that serve youth under the age of 18. This federal prohibition is not applicable to a site where the only federal funding for services is through Medicaid monies or the federally funded activity at the site is inpatient drug or alcohol treatment.
- K. That the Contractor does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying the United States Congress or state legislative bodies or for any effort to persuade the public to support or oppose legislation.
- L. That the Contractor maintains in compliance with the Drug-Free Workplace Act of 1988, 41 U.S.C. 701, *et seq.*, drug free environments at its work sites, providing required notices,

undertaking affirmative reporting, and other requirements, as required by federal legal authorities.

- M. That the Contractor is not delinquent in the repayment of any debt owed to a federal entity.
- N. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.
- O. That the Contractor, if receiving aggregate payments of Medicaid monies totaling \$5,000,000 or more annually, has established in compliance with 1902(a)(68) of the Social Security Act, 42 U.S.C. 1396a(a)(68), written policies with educational information about the federal False Claims Act at 31 U.S.C. §§ 3729–3733 (the “Lincoln Law”) and presents that information to all employees.
- P. That the Contractor is in compliance with the executive compensation reporting requirement of the Federal Funding Accountability And Transparency Act (FFATA or Transparency Act), P.L. 109-282, as amended by Section 6202(a), P.L. 110-252-1, either in that the Contractor does not meet the criteria necessitating the submittal of a report by an entity or in that, if the Contractor meets the criteria mandating reporting, the Contractor produces the information in a publicly available report to the Securities And Exchange Commission (SEC) or to the Internal Revenue Service and provides the report in a timely manner to the Department or produces a separate report with the information and submits that report to the in a timely manner to the Department.
- Q. That the Contractor, if a contractor for the delivery of Medicaid funded services, is in compliance with the requirements of 42 C.F.R. §§ 455.104, 455.105, and 455.106 concerning disclosures of ownership and control, business transactions, and persons with criminal convictions.
- R. That the Contractor, if providing federally funded health care services, is not as an entity currently federally debarred from receiving reimbursement for the provision of federally funded health care services and furthermore does not currently have any employees or agents who are federally debarred from the receiving reimbursement for the provision of federally funded health care services.

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS INVOLVING THE PURCHASE OR DEVELOPMENT OF PROPERTY

- S. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.
- T. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion and environmental impacts.
- U. That the Contractor, if the Contract exceeds \$100,000, complies with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, Pub. L. 94-163, 42 U.S.C. §6321 et. seq.
- V. That the Contractor, if the Contract exceeds \$100,000, complies with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. 7607, Section 508 of the Clean Water Act, 33 U.S.C. 1368, Executive Order 11738, and U.S. Environmental Protection Agency regulations, 40 C.F.R. Part15 and that if the Contractor enters into a subcontract that exceeds \$100,000 these requirements are in that contract.

SOURCES OF INFORMATION

DPHHS GS-302
Rev. 06/2018

SOURCES OF INFORMATION ON THE PRIVACY, TRANSACTIONS AND SECURITY REQUIREMENTS PERTAINING TO HEALTH CARE INFORMATION OF THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND THE FEDERAL HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH), ENACTED AS PART OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

The following are sources of information concerning the applicability of and implementation of the privacy, transactions and security requirements of HIPAA and HITECH. The Department Of Public Health & Human Services requires that contractors generating, maintaining, and using health care information in relation to recipients of State administered and funded services be compliant with the requirements of HIPAA and HITECH as applicable under the federal legal authorities and the status of the Department as a health care plan.

There can be difficulty in interpreting the applicability of the HIPAA and HITECH requirements to an entity and various circumstances. It is advisable to retain knowledgeable experts to advise concerning determinations of applicability and appropriate compliance.

Websites specified here may be changed without notice by those parties maintaining them.

FEDERAL RESOURCES

The following are official federal resources in relation to HIPAA and HITECH requirements. These are public sites. Implementation of the additional requirements under HITECH, due to the more recent date of enactment, is occurring on an ongoing basis.

1. [HIPAA Home | HHS.gov](http://www.hhs.gov/hipaa)
The federal Department Of Health & Human Services / Office Of Civil Rights (OCR) provides information pertaining to privacy and security requirements under HIPAA and HITECH including the adopted regulations and various official interpretative materials. This site includes an inquiry service. OCR is responsible for the implementation of the privacy and security aspects of HIPAA/HITECH and serves as both the official interpreter for and enforcer of the privacy requirements.
2. U.S. Department Of Health & Human Services / Centers For Disease Control & Prevention
<http://www.cdc.gov/Other/privacy.html>. The federal Department Of Health & Human Services / Centers For Disease Control & Prevention (CDC) provides information pertaining to the application of privacy requirements under HIPAA to public health activities and programs.

STATE RESOURCES

The Department Website For Medicaid Provider Information provides general information for providers of services on compliance with various state and federal requirements.
<https://medicaidprovider.mt.gov/>

Further information concerning HIPAA/HITECH compliance in the delivery of services funded through the Department's various programs can be reviewed at the Department Website for DPHHS HIPAA Policies. <https://dphhs.mt.gov/HIPAA>

Certain departmental programs may have more detailed guidance available in relation to particular programs of services. Inquiries may be directed at a program to determine if further information is available.

PROVIDER ASSOCIATIONS

Many national and state provider associations have developed extensive resources for their memberships concerning HIPAA/HITECH requirements. Those are important resources in making determinations as to the applicability and implementation of HIPAA/HITECH.

CONSULTANT RESOURCES

There are innumerable consulting resources available nationally. The Department does not make recommendations or referrals as to such resources. It is advisable to pursue references before retaining any consulting resource. Some consulting resources may be inappropriate for certain types of entities and circumstances.

ASSURANCES NON-CONSTRUCTION OMB 424

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education

Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

DRAFT

ATTACHMENT Insert Reference**MONTANA INFORMATION TECHNOLOGY TERMS AND CONDITIONS**

Commented [AP6]: County this will be referenced in the task order if it is applicable to the services being provided. DPHHS would like to set this to the Master Contract to avoid needing to review and negotiate for each Task Order under the Master Contract.

1. IT Oversight**a. CIO Approval**

Contractor is notified that, under the provisions of 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

b. CIO Oversight

The Chief Information Officer (CIO) for the State of Montana, or designee, may perform oversight activities. Such activities may include the identification, analysis, resolution, and prevention of deficiencies that may occur while Contractor is performing services. The CIO may require the issuance of a Right to Assurance or may issue a Stop Work Order.

c. Right to Assurance

If State, in good faith, has reason to believe that Contractor does not intend to, is unable to, or has refused to perform or continue performing all material obligations under these Terms and Conditions, State may demand in writing that within a certain number of days (no less than 5 business days) specified in the demand for Contractor to provide a written assurance of intent to perform. State may, at State's option, find this a basis for termination allowing State to pursue all available rights and remedies.

d. Stop Work Order

State may, at any time by written order to Contractor require Contractor to stop any or all parts of required work for the period of days indicated by State after the order is delivered to Contractor. This order must be specifically identified as a Stop Work Order (SWO) issued under these terms and conditions. Upon receipt of the SWO, Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurrence of costs allocable to the work covered by the SWO during the period of work stoppage. If a SWO issued under these terms and conditions is canceled or the period of the order or any extension expires, Contractor shall resume work. State's Contract Manager shall make the necessary adjustment in the delivery schedule or price, or both, and the services shall accordingly be amended in writing.

e. Remote Access

Contractor agrees that Montana information technology resources will not be accessed by Contractor, including all officers, employees, agents, subcontractors, affiliated users, and any subcontractors located outside of the legal jurisdictional boundary of the United States (outside of the United States, its territories, embassies, or military installations).

2. Blind or Visually Impaired Access

No State funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (18-5-603, MCA.) State Procurement Services Division at (406) 444-2575 has more information concerning nonvisual access standards.

3. IT Accessibility Requirements

Contractor understands and agrees to comply with federal law, if applicable, in compliance with Health and Human Services (HHS) Section 508 and Accessibility Standards Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220), which requires that when State develops, procures, maintains, or uses information and communication technology (ICT), it shall be accessible to people with disabilities. State employees and members of the public who have disabilities must have access to, and use of, information and data that is comparable to people without disabilities. All products, platforms and services delivered as part of this Contract that are ICT, or contain ICT, must conform to the Revised 508 Standards, which are located at 36 CFR 1194.1 & Apps. A, B, & C.. State reserves the right to perform testing on required ICT items to validate Contractor's Section 508 conformance claims. If State determines at any time that Section 508 conformance does not meet the HHS Section 508 requirements, State shall, at its option, require Contractor to remediate the item, at no additional fee or cost to State and align with HHS Section 508

conformance requirements or immediately terminate this Contract with no additional fee or cost to State.

4. Subcontractor

Contractor shall be responsible for ensuring its subcontractors comply with these terms and conditions.

5. Security Awareness

Upon request, Contractor agrees to certify that Contractor's officers, employees, agents, subcontractors, and affiliated users with access to State information technology data, digital access systems, information technology resources, or telecommunications networks (2-17-506, MCA) have completed security awareness training within the past 12 months before gaining access to State information technology resources or may complete State-approved annual security awareness training.

6. State-Approved Criminal Background Checks

Contractor warrants to only assign employees and subcontractors who have annually completed and passed a background check. With Contractor's access to particularly sensitive data and at State's request, Contractor's employees and subcontractors shall complete an additional State IT background check.

7. Physical Activities and Spoofing

a. Physical Activities

Contractor and its officers, employees, agents, affiliated users, and any subcontractors shall not violate or attempt to violate the security of State's network or interfere or attempt to interfere with State's systems, networks, authentication measures, servers or equipment, or with the use of or access to State's network by any other user.

b. Spoofing

Contractor agrees to use State's secure email relay for sending email from cloud services to its users. Additionally, Contractor shall not perform unauthorized spoofing or scanning of any kind, including user account identity. Contractor's systems shall not spoof the mt.gov domain or engage in email spoofing. Email spoofing is the creation of email messages with a forged sender address to create or send emails using State's domain. Such prohibited activity includes but is not limited to:

- (i) Accessing or logging into a State server where access is not authorized;
- (ii) Unauthorized probing, scanning, or testing the security or vulnerability of State's network or other systems; and/or
- (iii) Attempting to portray itself as State or an affiliate of State or otherwise attempting to gain access, without authorization, via State's network or systems to any State account or information technology resource not belonging to Contractor or its officers, employees, agents, subcontractors, and affiliated users.

8. Linked Terms and Conditions

The parties specifically agree that any language or provisions contained on either party's website or product schedule, or contained in any "shrinkwrap" or "clickwrap" agreement shall be of no force and effect and shall not in any way supersede, modify or amend these Terms and Conditions.

9. Cyber Security Insurance

Contractor shall purchase and maintain cyber/information security insurance coverage with combined single limits for each wrongful act of \$6,000,000 in the aggregate to cover unauthorized acquisitions of personal information such as social security numbers, credit card numbers, financial account information, or other information that uniquely identifies an individual and may be of a sensitive nature in accordance with 2-6-1501-1503, MCA. If Contractor maintains higher limits than the minimums shown above, State requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to State. Such insurance must cover, at a minimum, privacy notification costs, credit monitoring, forensics investigations, legal fees/costs, regulatory fines and penalties, and third-party liability settlements or judgments as may be caused by any act, omission, or negligence of Contractor's officers, agents, representatives, assigns or subcontractors. Note: if occurrence coverage is unavailable or cost-prohibited, State will accept "claims made" coverage provided the following conditions are met: 1) the retroactive date must be shown, and must be before the date of the Contract or the beginning of the Contract work; 2) insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the Contract of work; and 3) if coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a retroactive

date prior to the Contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

10. Intellectual Property Rights

In the event State suggests or requests any modifications or improvements to Contractor's software which are implemented by Contractor, such modifications or improvements shall become the sole property of Contractor. All right, title and interest in software, and all copyrights, patents, trademarks, service marks or other intellectual property or proprietary rights relating thereto, belong exclusively to Contractor.

11. Title and Ownership Rights

State retains title to and all ownership rights in all State data and content provided by State ("Content"), including but not limited to multimedia or images (graphics, audio, and video), text, and the like, and grants Contractor the right to access and use Content for the purpose of complying with its obligations under this Contract and any applicable Statement of Work.

12. Violation of Terms and Conditions Sanction

Violation of these terms and conditions may also be a violation of state and federal law and include both civil and criminal penalties.

13. Indemnification

State shall not indemnify Contractor or its subcontractor.

14. Information Technology Resource Categories

The services provided by Contractor involve the following information technology resources (check all that apply):

<input type="checkbox"/> On premise system services	<input type="checkbox"/> On premise system <input type="checkbox"/> Software <input type="checkbox"/> Hardware
<input type="checkbox"/> Internet Of Things Systems	<input type="checkbox"/> Professional IT Services
<input type="checkbox"/> SaaS	<input type="checkbox"/> Cloud System
<input type="checkbox"/> PaaS	<input type="checkbox"/> Not listed [please describe]
<input type="checkbox"/> IaaS	

15. Data and Security

No Data (such as IT peripherals)

Public Data - mapped to Federal Information Processing Standards (FIPS) 199 LOW. "Low Level Data" is information residing in information systems categorized as Low and available to the general public and eligible for public access.

Non-public Data - mapped to FIPS 199 MODERATE. "Moderate Level Data" is information residing in information systems categorized as Moderate and governed by specific laws on disclosure to third parties or the public which determine and protect confidentiality.

Non-public Data - mapped to FIPS 199 HIGH. "High Level Data" is information residing in information systems categorized as High and, if divulged, could compromise or endanger citizens, employees, or safety assets of State. (A separate Data Level Contract will be attached.)

Public Data (Low)	Non-Public Data (Moderate)	Section Heading	IT Terms and Conditions
✓	✓	Data Ownership and Access	<p>Data Ownership State owns all right, title, and interest in its data that is related to the services provided. State data may also include data from a third party.</p> <p>Data Access</p>

Commented [AP7]: County This section will also be referenced in the Task Orders that the MT IT T&C are applicable to. Again, this will set the Master Contract holding the IT Terms and Conditions, and the Task Order will reference that they are applicable to said Task Order.

			Contractor shall not access State of Montana user accounts, or State data, except: (i) in response to service or technical issues; (ii) as required by the express terms of services engagement document; or (iii) at State's written request.
	✓	Data Location	Data Location Contractor shall not store, process, or transfer any non-public State data outside of the United States, including for services or back-up and disaster recovery purposes.
✓	✓	Data Disclosure and Usage	Data Disclosure-Prohibition At no time will any information belonging to or intended for State, be copied, disclosed, or retained by Contractor or any party related to Contractor for subsequent use in any transaction. Confidential Data-Usage Contractor will take reasonable steps to limit the use of, or disclosure of, and requests for, confidential State data to the minimum degree necessary to accomplish the services. Privacy protection of personal identifiable information, personal identifiable health information, and sensitive data shall be an integral part of the business activities of Contractor to ensure that there is no inappropriate or unauthorized use of State information at any time. Limitation on Usage to Purpose of Services Contractor shall not use any information collected for any purpose other than fulfilling the service. Data Safeguards Contractor shall safeguard the confidentiality, integrity, and availability of State information. Subsequent Use Contractor shall not use any data for subsequent use that has not been expressly authorized in writing by State. Syndicated Data Contractor shall not use State data to create syndicated data unless expressly authorized by State in writing.
✓	✓	Authorized Personnel	Authorized Personnel Only duly authorized personnel will have access to State data and may be required to obtain security clearance from State prior to accessing State data.
✓	✓	Use of AI	Use of AI or State Sub Domain: Prior to performance, Contractor must inform State of any generative Artificial Intelligence ("AI") in Goods or Services relating to this Contract. Additionally, utilization of generative AI in the creation of Goods and Services impacting State's Intellectual Property Rights shall include annotations citing source materials. Contractor is prohibited from using State materials or data in generative AI queries or from building training proprietary generative AI programs without prior written permission from State. Contractor attests that its AI models use only properly licensed material. Should Contractor be found in violation of this requirement, Contractor shall fully indemnify and defend State from all claims related thereto. Should Contractor learn that State materials or data has been used in generative AI queries without permission from State, Contractor shall

Insert Contract Number;DPHHS Insert Contract Number

			immediately notify State of the use and cover the full expense of any remediation.
	✓	Breach and Notification	<p>Notification to State Without unreasonable delay, Contractor must notify the State of Montana Chief Information Security Officer of any incident resulting in the destruction, loss, unauthorized disclosure, or alteration of State of Montana data.</p> <p>Notification to Person Upon discovery or notification of a breach of the security of a data system, Contractor shall comply with 2-6-1503, MCA, which includes unencrypted data. Without unreasonable delay, consistent with the legitimate needs of law enforcement, Contractor shall make reasonable efforts upon discovery or notification to the impacted State agency of a breach and will notify any person whose personal information is reasonably believed to have been acquired by an unauthorized person. This notification may be delayed at the request of law enforcement.</p> <p>No Limitation of Liability Contractor IT Negligence Contractor cannot limit its liability to relieve Contractor or its subcontractors from its own security incident or data breach that materially compromises the security, confidentiality, or integrity of personal information maintained by a state agency or by a third party on behalf of a state agency (2-6-1501, MCA), negligence, or to the extent that it creates an obligation on the part of State to indemnify or hold a Contractor harmless.</p>
✓	✓	Termination and Suspension of Service	<p>Suspension of Services During any period of suspension, negotiation, or disputes, Contractor shall not take any action to intentionally alter, erase, or otherwise render inaccessible any State data.</p> <p>Termination of a portion or of the entire services provided. In the event of termination of any services or Contract in entirety, Contractor shall not take any action to intentionally alter, erase, or otherwise render inaccessible any State data for a period of 90 days after the effective date of the termination. Within this 90-day timeframe, Contractor will continue to secure and backup State data covered under the provided services. After such 90-day period, Contractor shall have no obligation to maintain or provide any State data. Thereafter, unless legally prohibited, Contractor shall dispose securely of all State data in its systems or otherwise in its possession or control, as specified herein.</p> <p>Post-Termination Assistance State shall be entitled to any post-termination assistance generally made available with respect to the Services unless unique data retrieval arrangements has been established as part of the Contract or Service Level Agreement.</p>
	✓	Data Disposition	<p>State data may be disposed at the termination of services using one of the following methods:</p> <ol style="list-style-type: none"> 1. State Removal with Contractor's Tools State may remove or destroy State data using Contractor's tools. 2. Contractor to Return State Data Contractor will account for and return all State data in all of its forms. The data shall be returned in a format acceptable to State. At no time

Insert Contract Number;DPHHS Insert Contract Number

			<p>shall any data or processes that either belong to or are intended for the use of State or its officers, agents, or employees, be copied, disclosed, or retained by Contractor.</p> <p>3. Contractor to Destroy State Data When required by State, Contractor shall destroy all requested data in all forms. Data shall be permanently deleted, and shall not be recoverable, in accordance with National Institute of Standards and Technology (NIST) SP 800-88 "Media Sanitization Guidelines."</p> <p>4. Certificate of Destruction In all cases, Contractor will certify that all State information process during the performance of the services will be completely purged from all physical and electronic data storage with no output to be retained by Contractor at the time the work is completed, the Contract is terminated, or upon written request of State.</p>
✓	✓	Notification of Legal Requests	<p>Notification of Requirement to Access State Data Contractor shall contact State upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to State data.</p> <p>Legal Request for State Data Regarding State data and processes, Contractor shall not respond to subpoenas, service of process, and other legal requests without first notifying State unless prohibited by law from providing such notice.</p>
✓	✓	Data Encryption	<p>In Transit and At Rest Contractor shall encrypt all data in transit, regardless of transit mechanism, and at rest.</p> <p>Encryption Standards Contractor's encryption shall meet validation cryptography standards as specified by NIST in FIPS 140-2 (or latest revision) and subsequent security requirements or guidelines. Contractor and State will negotiate mutually acceptable key location and key management details.</p>
✓	✓	System Security	<p>Contractor Responsibility Contractor shall ensure systems delivered are adequately secure. Adequate security is defined to require compliance with Federal and State of Montana security requirements and to ensure freedom from those conditions that may impair State's use of or permit unauthorized access to State's data or IT.</p> <p>State Security Policy, Framework, Standards and Controls State has established security policy, framework, standards, and controls that align with the NIST Cybersecurity Framework. The latest revision of NIST (SP 800-53) is used for control adherence evaluation established after developing a security categorization utilizing FIPS PUB 199 (or latest revision).</p> <p>Managerial, Operational, and Technical Controls All computer systems receiving, processing, storing, or transmitting State data must meet the control requirements for the associated security categorization within NIST SP 800-53 (or latest revision). To meet functional and assurance requirements, the security features of the environment must provide managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to State data.</p>

Insert Contract Number;DPHHS Insert Contract Number

			<p>Independent Security Audits Contractor shall provide reasonable proof, through independent audit reports, typically AICPA SOC 2 Type 2 (or latest version), that the system specified in delivering the services meets or exceeds federal and State security requirements to ensure adequate security and privacy, confidentiality, integrity, and availability of State's data and information technology.</p> <p>Annual Assurance The delivery of annual assurance statements shall be facilitated by the Contract Manager. Annual assurance statements must contain a detailed accounting of the security controls implemented.</p> <p>Security Audits and Annual Statements State considers the security audits and annual statements to be confidential and upon Contractor's request, will route a Nondisclosure Agreement. In compliance with SOC 2 security compliance, State will destroy all confidential information upon completion of any Security Audit or review of Annual Statements.</p> <p>System Security Plan Contractor agrees to include within their Statement of Work a provision assisting with the creation of a System Security Plan (SSP). State may require Contractor to supply a Cloud/Customer Responsibility Matrix which denotes responsibilities as either Shared Contractor or State.</p>
✓	✓	Security Standard Compliance Certificate	<p>Security Certification Contractor shall meet, and provide proof of, one or more of the following Security Certifications.</p> <ul style="list-style-type: none"> • GovRAMP- Authorized Product Certification • FedRAMP- Federal Risk and Authorization Management Program • ISO 27001:2013 • HITRUST CSF • Other industry-recognized certification, as approved by State and only if Contractor cannot provide one of the above certifications.

ORDINANCE 3-2026**AN ORDINANCE ADOPTING AMENDED
BUILDINGS FOR LEASE OR RENT REGULATIONS**

WHEREAS, the 63rd Legislature and the Governor of Montana established a review process applicable to buildings for lease or rent, effective September 1, 2013, and included in Montana Code Annotated (MCA) Title 76, Chapter 8; and

WHEREAS, the review process allows local governments to establish regulations that guide the application and review of the creation of four (4) or more buildings for rent or lease on a single tract of land, when not otherwise exempt pursuant to Section 76-8-102, MCA; and

WHEREAS, the Madison County Board of Commissioners adopted regulations for the application and review of buildings for lease or rent through Resolution 34-2013 on September 3, 2013; and

WHEREAS, the Madison County Board of Commissioners amended regulations for the application and review of buildings for lease or rent through Resolution 32-2016 on September 12, 2016; and

WHEREAS, subsequent legislation has added the review of recreational vehicles parks and campgrounds to MCA Title 76, Chapter 8; and

WHEREAS, the Madison County Board of Commissioners proposes to amend regulations for the application and review of buildings for lease or rent via Ordinance; and

WHEREAS, this Ordinance replaces all previous resolutions relating to the application and review of buildings for lease or rent, including Resolution 34-2013 and Resolution 32-2016; and

WHEREAS, on February 10, 2026, the Madison County Board of Commissioners adopted Resolution 12-2026, a Resolution of Intent to Adopt Amended Buildings for Lease or Rent Regulations; and

WHEREAS, copies of the proposed amended Buildings for Lease or Rent Regulations were made available for public review at the Madison County Commissioner's Office, Madison County Planning Office, and on the Madison County website; and

WHEREAS, the Madison County Board of Commissioners held a public hearing on the proposed amended Buildings for Lease or Rent Regulations on March 10, 2026; and

WHEREAS, after considering comments received up to and through the public hearing held on March 10, 2026, the Madison County Board of Commissioners finds the proposed amended Buildings for Lease or Rent Regulations to be acceptable.

NOW, THEREFORE BE IT ORDAINED, the Madison County Board of Commissioners adopts the amended Buildings for Lease or Rent Regulations.

PASSED AT THE FIRST READING by the Madison County Board of Commissioners this 10th day of March, 2026.

ATTEST:

APPROVED:

Paula McKenzie
Clerk and Recorder
Madison County

Ronald E. Nye, Chairman

Duke W. Gilman

William A. Todd
Board of Commissioners
Madison County

PASSED AND ADOPTED AT SECOND READING by the Madison County Board of Commissioners this 31st day of March, 2026.

ATTEST:

APPROVED:

Paula McKenzie
Clerk and Recorder
Madison County

Ronald E. Nye, Chairman

Duke W. Gilman

William A. Todd
Board of Commissioners
Madison County

This Ordinance shall take effect as of April 31, 2026.

**Madison County
Buildings for Lease or Rent Regulations
(Amended March 2026)**

Adopted via Ordinance No. 3-2026

1. Purpose

The following regulations are intended to provide an administrative process for the acceptance and review of applications for the creation of buildings for rent or lease in Madison County. The rent or lease of a building on a tract of record may directly impact the property and its surroundings with regard to vehicular access, public health, safety, and general welfare, the provision of public services and utilities, and the physical environment. These regulations are adopted for the purpose of considering and mitigating potential impacts resulting from buildings proposed for rent or lease on a single tract of record, ensuring protection of the public's health, safety, and general welfare.

2. Authority & Administration

- A. These regulations are adopted under the authority of Sections 76-8-101, *et seq.*, MCA.
- B. The Planning Director and/or Planner is designated by the Madison County Board of Commissioners to administer these regulations.

3. Applicability

- A. These regulations apply to all lands within the jurisdiction of Madison County.
- B. In their interpretation and application, the provisions of these regulations may be regarded as the minimum requirements for the protection of the public health, safety, and general welfare.
- C. These regulations are not intended to abrogate or annul any construction permit, subdivision approval, variance, or other lawful and applicable permit issued before the effective date of these regulations.
- D. These regulations are not intended to abrogate or annul any other regulations applicable to a tract of land, including but not limited to zoning, building codes, private covenants, or floodplain regulations.

4. Definitions

- A. *Administrator* – The individual designated by the governing body to carry out the terms of these regulations.
- B. *Applicant* – The owner, or designated representative, of land for which an application for the creation of a building for rent or lease has been submitted.

- C. *Building* – As defined in Section 76-8-101(1), MCA, a structure or a unit of a structure with a roof supported by columns or walls for the permanent or temporary housing or enclosure of persons or property or for the operation of a business. The term includes a cell tower or multiple spaces for lease or rent under single ownership on which recreational vehicles as defined in 61-1-101, MCA, or mobile homes as defined in 15-24-201, MCA, will be placed. The term does not include a condominium or townhome.
- D. *Department* – As defined in Section 76-8-101(2), MCA, the Montana Department of Environmental Quality, provided for in 2-15-3501.
- E. *Governing Body* – As defined in Section 76-8-101(3), MCA, the legislative authority for a city, town, county, or consolidated city-county government.
- F. *Landowner* – As defined in Section 76-8-101(4), MCA, an owner of a legal or equitable interest in real property. The term includes an heir, successor, or assignee of the ownership interest.
- G. *Local Reviewing Authority* – As defined in Section 76-8-101(5), MCA, a local department or board of health that is approved to conduct reviews under Title 76, chapter 4 (sanitation).
- H. *Storage Unit* - Space such as rooms, lockers, and containers rented or leased to tenants for the safekeeping of goods.
- I. *Supermajority* – As defined in Section 76-8-101(6), MCA:
- i. An affirmative vote of at least two-thirds of the present and voting members of a city or town council;
 - ii. A unanimous affirmative vote of the present and voting county commissioners in counties with three county commissioners;
 - iii. An affirmative vote of at least four-fifths of the present and voting county commissioners in counties with five commissioners;
 - iv. An affirmative vote of at least two-thirds of the present and voting commissioners in counties with more than five commissioners; or
 - v. An affirmative vote of at least two-thirds of the present and voting members of the governing body of a consolidated city-county government.
- J. *Tract* – As defined in Section 76-8-101(7), MCA, an individual parcel of land that can be identified by legal description, independent of any other parcel of land, using documents on file in the records of the Madison County Clerk and Recorder's office.

5. Buildings for Lease or Rent – Exemptions

- A. A building created for lease or rent on a single tract is exempt from the provisions of this part if:

- i. The building is in conformance with applicable zoning regulations adopted pursuant to Title 76, Chapter 2, Parts 1 through 3, provided that the zoning contains the elements of 76-8-107, MCA; or
- ii. When applicable zoning regulations are not in effect:
 - a. The building was in existence or under construction before September 1, 2013;
 - b. The building provides accommodations as defined in 15-68-101, MCA, that are subject to the lodging facility use tax under Title 15, Chapter 65, except for spaces created for recreation camping vehicles or mobile home parks;
 - c. The building is created for lease or rent for farming or agricultural purposes;
 - d. The building is not served by water and wastewater and will not be leased or rented;
 - e. The building is served by water and wastewater and the landowner records a notarized declaration with the Madison County Clerk and Recorder, stating that the proposed building will not be leased or rented. The declaration recorded pursuant to this subsection (1)(b)(v) runs with the land and is binding on the landowner and all subsequent landowners and successors in interest to the property. This declaration must include, but is not limited to:
 - I. The name and address of the landowner;
 - II. A legal description of the tract upon which the proposed building will be located; and
 - III. A specific description of the building on the tract of record.
- B. Any building that is exempt under subsection (1) from the provision of this part and that is or will be served by water or wastewater must be in compliance with the provisions of 76-8-106, MCA.
- C. The exemption provided in subsection (1)(b)(i) is limited to the first three buildings created for lease or rent on a single tract.

6. Requirements for Buildings for Lease or Rent

- A. In areas where zoning regulations are in effect that the governing body has determined contain the elements of Section 76-8-104, MCA, the construction of all buildings must meet the requirements of the applicable zoning regulations.
- B. When applicable zoning regulations are not in effect, a building that is not created for rent or lease and is not or will not be served by water or wastewater facilities is exempt from these regulations.

- C. The first three (3) or fewer buildings for lease or rent proposed on a single tract of record and not otherwise exempt under subsections (A)-(E), require review and approval by the department or local reviewing authority for sanitation review if required by Title 76, Chapter 4, MCA, or to the local board or department of health if review is required by Title 50, MCA. If the department, local reviewing authority, or local board or department of health approves the application for sanitation review, the landowner shall record the certificate of approval and any conditions associated with the approval of the application with the Madison County Clerk and Recorder.
- D. All other buildings for lease or rent on a single tract of record require review and approval by the governing body, pursuant to the provisions of Section 7.
- E. A landowner may voluntarily request a Certificate of Compliance from the Administrator to document that a building is exempt from these regulations. Such requests should be made in writing to the Administrator. The burden of proof rests with the landowner to demonstrate how an existing or proposed building meets an exemption from these regulations. The landowner may record a Certificate of Compliance with the Madison County Clerk and Recorder.

7. Application & Review of Building for Lease or Rent

A. Application Submittal

- i. An application for the creation of buildings for lease or rent shall be submitted to the administrator on the form provided by the administrator, and accompanied by the payment of any fees established for the review of same.
- ii. The application shall include:
 - a. A copy of the deed or other legal description of the real property;
 - b. Evidence of the landowner's title and interest in the land for which the application is being made;
 - c. A site plan showing:
 - I. North arrow and scale bar (minimum scale of 1:20);
 - II. Property boundaries;
 - III. Existing and proposed onsite and adjacent offsite streets, roads, and easements that will serve the proposal;
 - IV. Existing and proposed access to the subject property;
 - V. Pertinent geographic features of the subject property, including any significant topographical features and designated floodplain;
 - VI. Location of existing and proposed water, wastewater, and solid waste facilities serving the subject property;

- VII. The location of existing and proposed buildings or structures on the subject property;
 - VIII. The location of existing natural and man-made hazards; and
 - IX. The location of any nearby or existing mapped floodplains, waterbodies/watercourses, and wetlands.
- d. A detailed narrative of existing and proposed buildings and their location on the subject property, including the uses proposed for each and the approximate floor area and ground coverage of each building.
 - e. A detailed narrative of the proposed water, wastewater, and solid waste disposal facilities intended to serve the buildings for lease or rent.
 - f. A detailed narrative of the emergency, medical, fire, and law enforcement services proposed to serve the buildings for lease or rent.
 - g. A detailed narrative describing the existing and proposed access to and from the site, as well as the on-site circulation providing access to the existing and proposed buildings for lease or rent, and evidence of legal access to the site.
 - h. A detailed narrative assessing the potential significant impacts on the surrounding physical environment or human population as a result of the proposed building for lease or rent, including a description of any proposed mitigation measures to avoid or minimize anticipated impacts.
 - i. A detailed narrative describing compliance with the adopted Madison County Growth Policy and other applicable land use regulations and/or maps.
 - j. For proposed RV parks and rental cabin resorts, a detailed narrative describing the density and proposed mitigation to this density, specifically regarding the impacts to the surrounding physical environment or human population, and safety and/or emergency plans to mitigate risks to public health and safety.

B. Review Process

- i. Upon receipt of an application along with all applicable fees, the Administrator shall, within ten (10) working days, determine whether the application is complete and notify the applicant in writing.
- ii. If the application is incomplete, the Administrator shall identify, in writing, any missing materials or insufficient information necessary to conduct the required review.
- iii. If the application is complete, the Administrator shall complete a review of the application, and the governing body shall approve, conditionally approve, or deny the application within sixty (60) working days. The timeframe may be extended upon mutual agreement, in writing, by the applicant and the Administrator. Review and approval, conditional approval, or denial of an application for the

creation of buildings for lease or rent pursuant to this section must be based upon the regulations in effect at the time an application is determined to be complete.

- iv. The governing body shall provide written notification to the landowner of the approval, conditional approval, or denial of the application within 60 working days after determining the application is complete.

C. Governing Body Decision

- i. The governing body may approve or conditionally approve the proposed buildings for lease or rent upon finding:
 - a. The proposed buildings for lease or rent, as submitted and/or conditioned, comply with these regulations and other regulations applicable to the property, and avoid or minimize potential significant impacts on the physical environment and human population in the area affected by the buildings for lease or rent;
 - b. Adequate water, wastewater, and solid waste facilities are available to serve the buildings for rent or lease;
 - c. Adequate access to the site is provided to serve the buildings for lease or rent;
 - d. Adequate emergency, medical, fire protection, and law enforcement services are available to serve the buildings for lease or rent; and
 - e. The buildings for lease or rent comply with applicable floodplain regulations.

D. Appeal

i. Appeal of Sanitation Decision

An applicant who is aggrieved by a final decision of the department or the local reviewing authority made pursuant to Section 5(C) of these regulations may request a hearing as provided in Section 76-4-126(1), MCA. For purposes of this subsection, the contested case provisions of the Montana Administrative Procedure Act, Title 2, Chapter 4, Part 6, apply to the proceeding.

ii. Appeal of Local Governing Body Decision

An applicant or landowner with a property boundary contiguous to the tract on which buildings for lease or rent are proposed to be located who is aggrieved by a decision of the governing body may, within 30 days of the date of the final decision of the governing body, appeal to the District Court of Madison County.

- iii. For purposes of this section, "aggrieved" has the meaning provided in Section 76-3-625, MCA.

8. Enforcement and Penalties

- A. The Administrator shall notify the landowner or any other responsible party of a violation of these regulations by certified mail and/or posting on the subject property. The notice shall describe the violation, cite the section of these regulations being violated, and request the responsible party to voluntarily comply within a minimum of 30 days.
- B. Any person who receives a notice of violation may, within 30 days, request inspection by the Administrator to show that compliance has been attained or appeal the notice of violation to the governing body.
- C. If, after the minimum 30 days required for voluntary compliance has lapsed, compliance has not been attained or an appeal has not been filed, the Administrator shall request that the Madison County Attorney begin legal action against the landowner or any other responsible party.
- D. Upon request by the Administrator, the Madison County Attorney may immediately commence any actions and proceedings available in law or equity to prevent the creation of a building for lease or rent in violation of these regulations; restrain, correct, or abate a building for lease or rent in violation of these regulations; or prevent the occupancy of a building for lease or rent in violation of these regulations.
- E. A violation of these regulations is a misdemeanor punishable by a fine not exceeding \$500.

MADISON COUNTY BOARD OF COMMISSIONERS - NOTICE OF PUBLIC HEARING

The Madison County Board of Commissioners will conduct a public hearing at 10:10 a.m. during the regularly scheduled Commission meeting on Tuesday, March 10, 2026, to hear comments on:

- Ordinance 3-2026: An Ordinance Adopting Amended Buildings for Lease or Rent Regulations

The Madison County Board of Commissioners will conduct the following readings of Ordinance 3-2026, An Ordinance Adopting Amended Buildings for Lease or Rent Regulations:

- First Reading – March 10, 2026, at 10:10 a.m. during the regularly scheduled Commission meeting
- Second Reading – March 31, 2026, at 10:00 a.m. during the regularly scheduled Commission meeting

The public hearing and readings will be held in the first-floor public meeting room of the Madison County Administration Building at 103 W. Wallace Street, Virginia City, MT, 59755.

Comments are welcomed. Written comments may be sent to the Madison County Commissioner's Office by mail to P.O. Box 278, Virginia City, MT, 59755, by e-mail to madco@madisoncountymt.gov, or verbally submitted at the public hearings.

The draft amended Buildings for Lease or Rent Regulations are available for review at:

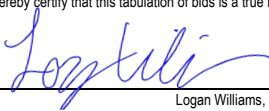
- <https://madisoncountymt.gov/307/Planning>
- Madison County Commissioner's Office
- Madison County Planning Department

**Bid Tabs
Madison County
Lake Road Bridge Replacement
March 23, 2026**



ITEM	Quantity	Unit	Engineer's Estimate		Battle Ridge Builders		TCA, Inc		Highland Construction Services		COP Construction		Rhodes Construction	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Base Bid Items														
1 Mobilization	1	LS	\$ 18,900.00	\$ 18,900.00	\$ 11,000.00	\$ 11,000.00	\$ 10,500.00	\$ 10,500.00	\$ 16,000.00	\$ 16,000.00	\$ 15,000.00	\$ 15,000.00	\$ 36,444.43	\$ 36,444.43
2 Removal of Existing Bridge	1	LS	\$ 17,000.00	\$ 17,000.00	\$ 9,000.00	\$ 9,000.00	\$ 20,000.00	\$ 20,000.00	\$ 8,000.00	\$ 8,000.00	\$ 4,300.00	\$ 4,300.00	\$ 22,200.00	\$ 22,200.00
3 Supply & Install Steel Girder Bridge System with Backwalls & Rail (W18 Girders)	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 91,000.00	\$ 91,000.00	\$ 90,000.00	\$ 90,000.00	\$ 110,000.00	\$ 110,000.00	\$ 117,000.00	\$ 117,000.00	\$ 128,500.00	\$ 128,500.00
4 1 Inch Minus Crushed Base Course	50	CY	\$ 60.00	\$ 3,000.00	\$ 55.00	\$ 2,750.00	\$ 40.00	\$ 2,000.00	\$ 80.00	\$ 4,000.00	\$ 202.00	\$ 10,100.00	\$ 62.00	\$ 3,100.00
5 Asphalt Pavement	65	Ton	\$ 250.00	\$ 16,250.00	\$ 215.00	\$ 13,975.00	\$ 230.00	\$ 14,950.00	\$ 400.00	\$ 26,000.00	\$ 340.00	\$ 22,100.00	\$ 400.00	\$ 26,000.00
6 Concrete Eco Blocks	4	EA	\$ 500.00	\$ 2,000.00	\$ 450.00	\$ 1,800.00	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00	\$ 1,300.00	\$ 5,200.00	\$ 630.25	\$ 2,521.00
TOTAL Estimated Bid Price				\$ 157,150.00		\$ 129,525.00		\$ 139,450.00		\$ 166,000.00		\$ 173,700.00		\$ 218,765.43

I hereby certify that this tabulation of bids is a true representation of the bids received on March 23, 2026.



 Logan Williams, PE



DRAFT

SECTION 00400

BID FORM

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Article 3— Basis of Bid—Unit Prices	3
Article 4— Time of Completion	3
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Section 00400 - Bid Form

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ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Madison County Board of Commissioners

111 East Wallace Street

Virginia City, MT 59755

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security (bid bond);
- B. Completed and signed bid sheets;
- C. Acknowledgement of Addendum;
- D. Contractor's license number No.: 55440 as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 3—BASIS OF BID—UNIT PRICES**3.01 Unit Price Bids**

- A. Bidder may choose to bid on *one or both* schedules of work detailed below.
- B. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization	LS	1	\$ 15,000. ⁰⁰	\$ 15,000. ⁰⁰
2	Removal of Existing Bridge	LS	1	\$ 4,300. ⁰⁰	\$ 4,300. ⁰⁰
3	Supply & Install Steel Girder Bridge System with Backwalls & Rail (W18 Girders)	LS	1	\$ 117,000. ⁰⁰	\$ 117,000. ⁰⁰
4	1" Minus Crushed Base Course	CY	50	\$ 202. ⁰⁰	\$ 10,100. ⁰⁰
5	Asphalt Pavement	Ton	65	\$ 340. ⁰⁰	\$ 22,100. ⁰⁰
6	Concrete Eco Blocks	Each	4	\$ 1,300. ⁰⁰	\$ 5,200. ⁰⁰
Total of All Unit Price Bid Items					\$ 173,700. ⁰⁰
CONTRACTORS ESTIMATED NOTICE TO PROCEED DATE					October 5 th , 2026

3.02 Evaluation of Bids

If the Contract is to be awarded, OWNER will award the Contract to the responsible bidder whose Bid, conforming with all material terms and conditions of the Bidding Documents, is lowest price, in the best interest of the Project, and other factors considered. As the project schedule is important the owner, the Contractors estimated Notice to Proceed date will also determine the bid award.

- A. Bidder acknowledges that:
- each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 - estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

Section 00400 - Bid Form

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4.02 Bidder accepts the provisions of the Agreement as to liquidated damages and payments to Owner for Unscheduled Employment of the Engineer.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
NA	NA

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda and any data and reference items identified in the Bidding Documents.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the ~~Supplementary Conditions~~ General Requirements, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the ~~Supplementary Conditions~~ General Requirements, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical

Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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Section 00400 - Bid Form

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BIDDER hereby submits this Bid as set forth above:

Bidder:

COP Construction LLC
(typed or printed name of organization)

By: *[Signature]*
(individual's signature)

Name: Jason Fenhaus
(typed or printed)

Title: Vice President, Pre-Construction
(typed or printed)

Date: 3/23/2026
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: *[Signature]*
(individual's signature)

Name: Tonya Appelt
(typed or printed)

Title: CFO & Corporate Secretary
(typed or printed)

Date: 3/23/2026
(typed or printed)

Address for giving notices:
242 S. 64th Street West, Billings, MT 59106



Bidder's Contact:

Name: Jason Fenhaus
(typed or printed)

Title: Vice President, Pre-Construction
(typed or printed)

Phone: 406-656-4632

Email: jfenhaus@copconstruction.com

Address: 242 S. 64th Street West, Billings, MT 59106

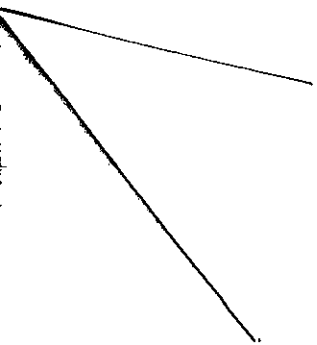
Bidder's Contractor License No.: (if applicable) 55440

END OF SECTION

Section 00400 - Bid Form

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January 28th, 2026

To Whom It May Concern:

Jason Fenhaus, Vice President, Pre-Construction is authorized to sign and execute bid documents and contract documents on behalf of COP Construction LLC.

Sincerely,

A handwritten signature in blue ink, appearing to read "Glen Perry", is written over a large, light gray "DRAFT" watermark.

Glen Perry
President & CEO
COP Construction LLC

MONTANA OFFICE
242 SOUTH 64TH ST WEST | BILLINGS, MONTANA 59106
PHONE 406-656-4632 | FAX 406-656-4808

UTAH OFFICE
555 WEST 1100 NORTH | NORTH SALT LAKE, UTAH 84054
PHONE 801-298-9556 | FAX 801-298-9725

Commitment | Opportunity | People

copconstruction.com



Montana Department of
LABOR & INDUSTRY

CERTIFICATE OF CONTRACTOR REGISTRATION

COP CONSTRUCTION LLC
PO BOX 20913
BILLINGS, MT 59104

STATUS
Employer

REGISTRATION NO.
55440

EFFECTIVE DATE
10/22/2024

EXPIRATION DATE
10/21/2026

Visit our website at mtcontractor.mt.gov or call the
Registration Section at **406-444-7734** for more information
or to verify the validity of this certificate.

INSTRUCTIONS: Fold at perforations then tear card out. Fold card in half at score.



406-444-7734
mtcontractor.mt.gov

COP CONSTRUCTION LLC
PO BOX 20913
BILLINGS, MT 59104

REGISTRATION NO. 55440
EXPIRATION DATE 10/21/2026

Employer

TYPES OF CONTRACTOR REGISTRATION CERTIFICATES

Below are the definitions of the four types of contractor registration certificates.

NO EMPLOYEES, MAY HIRE EXEMPT WORKERS ONLY

This means the contractor does not carry workers' compensation coverage on any employees.

EMPLOYER

This means the contractor carries workers' compensation coverage on employees.

The certificate holder is registered to have employees.

LEASED EMPLOYEES

This means the contractor uses employees from an employee-leasing firm.

These employees are presumably covered with workers' compensation and unemployment insurance through the leasing company.

BID ONLY

This means the contractor is registered only to bid construction work in Montana and cannot perform actual work. To work the contractor must upgrade the certificate to one of the above.

*****PROHIBITED BUSINESS PRACTICES*****

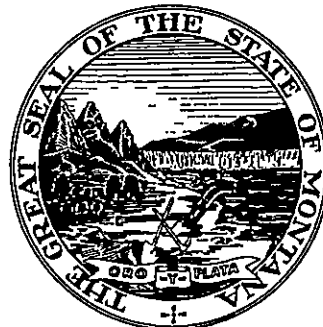
Contractors who violate section 39-9-301, 39-9-401, or 39-71-419 Montana Code Annotated may be fined up to \$5,000 for each violation and are subject to other penalties provided by law.

Please call our office at (406) 444-7734 for more information.

DRAFT



Montana Department of
LABOR & INDUSTRY



BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

COP Construction, LLC
 P.O. Box 20913
 Billings, MT 59104

SURETY (Name, and Address of Principal Place of Business):

Travelers Casualty and Surety Company of America
 One Tower Square
 Hartford, CT 06183

OWNER (Name and Address):

Madison County
 111 East Wallace Street
 Virginia City, MT 59755

BID

Bid Due Date: **MAR 23 2026**

Description (Project Name— Include Location): Lake Road Bridge Replacement
 Harrison, MT

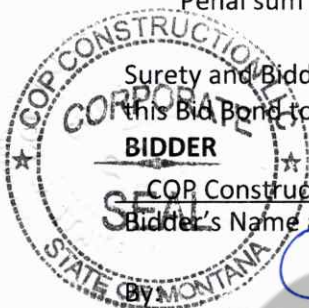
BOND

Bond Number:

Date: 3/11/2026

Penal sum	Ten Percent of Bid	\$ (**10% of Bid**)
	(Words)	(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.



BIDDER
 COP Construction, LLC (Seal)
 Bidder's Name and Corporate Seal

SURETY
 Travelers Casualty and Surety Company of America (Seal)
 Surety's Name and Corporate Seal

By: [Signature]
 Signature

By: [Signature]
 Signature (Attach Power of Attorney)

Jason Fenhaus
 Print Name

Cameron Colligan
 Print Name

Vice President, Pre-Construction
 Title

Attorney-in-Fact
 Title

Attest: [Signature] Tonya Appelt
 Signature

Attest: [Signature] Arien Douglas
 Signature

Title CFO & Corporate Secretary

Title Witness

Note: Addresses are to be used for giving any required notice.
 Provide execution by any additional parties, such as joint venturers, if necessary.



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **CAMERON B COLLIGAN** of **SPANISH FORK**, **Utah**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

By: 
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **11th** day of **March**, **2026**




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



March 23, 2026

Estimated dates for the bridge replacement:

If the project is awarded by 3/27/2026 then it is probable that the project will be completed by the start of the school year. If the project is not awarded by that date, then the project will be completed sometime in September. We would also be willing to work on the project over a weekend to minimize the traffic issues for the school bus route.

Adam Gasset
406-580-4394
highlandbuilds@gmail.com

DRAFT

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Madison County Board of Commissioners

111 East Wallace Street

Virginia City, MT 59755

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security (bid bond);
- B. Completed and signed bid sheets;
- C. Acknowledgement of Addendum;
- D. Contractor's license number No.: 206851 ~~as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;~~

Section 00400 - Bid Form

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ARTICLE 3—BASIS OF BID—UNIT PRICES**3.01 Unit Price Bids**

- A. Bidder may choose to bid on *one or both* schedules of work detailed below.
- B. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization	LS	1	\$ 16,000	\$ 16,000
2	Removal of Existing Bridge	LS	1	\$ 8,000	\$ 8,000
3	Supply & Install Steel Girder Bridge System with Backwalls & Rail (W18 Girders)	LS	1	\$ 110,000	\$ 110,000
4	1" Minus Crushed Base Course	CY	50	\$ 80	\$ 4,000
5	Asphalt Pavement	Ton	65	\$ 400	\$ 26,000
6	Concrete Eco Blocks	Each	4	\$ 500	\$ 2,000
Total of All Unit Price Bid Items					\$ 166,000
CONTRACTORS ESTIMATED NOTICE TO PROCEED DATE					3/27/2026

3.02 Evaluation of Bids

If the Contract is to be awarded, OWNER will award the Contract to the responsible bidder whose Bid, conforming with all material terms and conditions of the Bidding Documents, is lowest price, in the best interest of the Project, and other factors considered. As the project schedule is important the owner, the Contractors estimated Notice to Proceed date will also determine the bid award.

- A. Bidder acknowledges that:
- each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 - estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages and payments to Owner for Unscheduled Employment of the Engineer.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
PHL-03-16	3/16/2026
PHL-03-19	3/19/2026

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda and any data and reference items identified in the Bidding Documents.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the ~~Supplementary Conditions~~ General Requirements, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the ~~Supplementary Conditions~~ General Requirements, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical

Section 00400 - Bid Form

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BIDDER hereby submits this Bid as set forth above:

Bidder: HIGHLAND CONSTRUCTION SERVICES LLC.
(typed or printed name of organization)

By: Adam Gasset
(individual's signature)

Name: ADAM GASSETT
(typed or printed)

Title: OWNER
(typed or printed)

Date: 3/20/2026
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: ADAM GASSETT
(typed or printed)

Title: OWNER
(typed or printed)

Phone: 406-580-4394

Email: highlandbuilds@gmail.com

Address: PO Box 207 / 7400 THORPE RD
BELGRADE MT 59714

Bidder's Contractor License No.: (if applicable) 206851

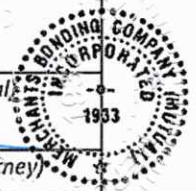
END OF SECTION

Section 00400 - Bid Form

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BID BOND (PENAL SUM FORM)

<p>Bidder Name: Highland Construction Services, LLC Address (principal place of business): PO Box 207 Belgrade, MT 59714</p>	<p>Surety Name: Merchants Bonding Company (Mutual) Address (principal place of business): P.O. Box 14498 Des Moines, IA 50306-3498</p>
<p>Owner Name: Madison County Address (principal place of business): 111 East Wallace Street Virginia City, MT 59755</p>	<p>Bid Project (name and location): Lake Road Bridge Replacement, Harrison, MT Bid Due Date: March 23, 2026</p>
<p>Bond Penal Sum: 10% Ten Percent of Amount Bid Date of Bond: March 19, 2026</p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Bidder Highland Construction Services, LLC (Full formal name of Bidder) By: <u></u> (Signature) Name: <u>Adam Gasset</u> (Printed or typed) Title: <u>owner</u> Attest: <u></u> (Signature) Name: <u>Sam Hall</u> (Printed or typed) Title: <u>WITNESS</u></p>	<p>Surety Merchants Bonding Company (Mutual) (Full formal name of Surety) (corporate seal) By: <u></u> (Signature) (Attach Power of Attorney) Name: <u>Naomi Gerber</u> (Printed or typed) Title: <u>Attorney-In-Fact</u> Attest: <u></u> (Signature) Name: <u>Sami Benson</u> (Printed or typed) Title: <u>Witness</u></p>
<p>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</p>	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, **Naomi Gerber**

Surety Bond #: Bid Bond
Principal: Highland Construction Services, LLC
Obligee: Madison County

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 19th day of March, 2026.

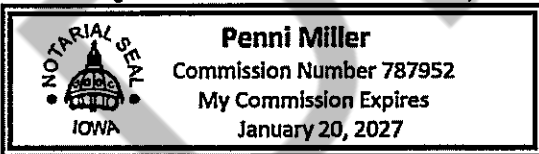


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 19th day of March, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

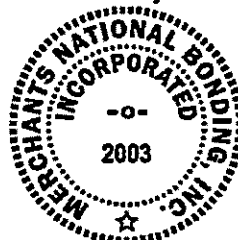
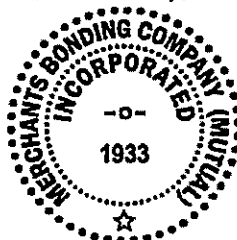


Penni Miller
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of March, 2026.



Elisabeth Sandersfeld
Secretary

SECTION 00400

BID FORM

Article 1— Owner and Bidder	2
Article 2— Attachments to this Bid	2
Article 3— Basis of Bid—Unit Prices	3
Article 4— Time of Completion	3
Article 5— Bidder’s Acknowledgements: Acceptance Period, Instructions, and Receipt of Addenda.....	4
Article 6— Bidder’s Representations and Certifications.....	4

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Section 00400 - Bid Form

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ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Madison County Board of Commissioners

111 East Wallace Street

Virginia City, MT 59755

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security (bid bond);
- B. Completed and signed bid sheets;
- C. Acknowledgement of Addendum;
- D. Contractor's license number No.: 266794 as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

All suppliers have stated that early September is more likely they also expressed if shop drawings are not approved early April it would be later we will do everything to meet the August dates if possible

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bids*

- A. Bidder may choose to bid on *one or both* schedules of work detailed below.
- B. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization	LS	1	\$36,444.43	\$ 36,444.43
2	Removal of Existing Bridge	LS	1	\$ 22,200.00	\$ 22,200.00
3	Supply & Install Steel Girder Bridge System with Backwalls & Rail (W18 Girders)	LS	1	\$ 128,500.00	\$ 128,500.00
4	1" Minus Crushed Base Course	CY	50	\$ 62.00	\$ 3,100.00
5	Asphalt Pavement	Ton	65	\$ 400.00	\$ 26,000.00
6	Concrete Eco Blocks	Each	4	\$ 630.25	\$ 2,521.00
Total of All Unit Price Bid Items					\$ 218,765.43
CONTRACTORS ESTIMATED NOTICE TO PROCEED DATE					See note above Early September if Bridge is reas

3.02 *Evaluation of Bids*

If the Contract is to be awarded, OWNER will award the Contract to the responsible bidder whose Bid, conforming with all material terms and conditions of the Bidding Documents, is lowest price, in the best interest of the Project, and other factors considered. As the project schedule is important the owner, the Contractors estimated Notice to Proceed date will also determine the bid award.

- A. Bidder acknowledges that:
 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and
 2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages and payments to Owner for Unscheduled Employment of the Engineer.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
N/A	N/A

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda and any data and reference items identified in the Bidding Documents.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions General Requirements, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions General Requirements, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical

Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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Section 00400 - Bid Form

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BIDDER hereby submits this Bid as set forth above:

Bidder:

R Rhodes Construction Inc

(typed or printed name of organization)

By: Mitzi Page
(individual's signature)

Name: Mitzi Page
(typed or printed)

Title: President
(typed or printed)

Date: 3/19/2026
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: Ryan Rhodes
(individual's signature)

Name: Ryan Rhodes
(typed or printed)

Title: Secretary
(typed or printed)

Date: 3/19/2026
(typed or printed)

Address for giving notices:

109 Splendid View Drive, Kalispell MT, 59901

Bidder's Contact:

Name: Ryan Rhodes
(typed or printed)

Title: Construction Manager
(typed or printed)

Phone: 805-712-4396

Email: Ryanrhodes@rrhodesconstruction.com

Address: 109 Splendid View Drive, Kalispell MT, 59901

Bidder's Contractor License No.: (if applicable) 266794

END OF SECTION

Section 00400 - Bid Form

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BID BOND

BOND NO. BBSU

KNOW ALL MEN BY THESE PRESENTS,

That we, R RHODES CONSTRUCTION, INC.

as Principal, and THE OHIO CASUALTY INSURANCE COMPANY a corporation

authorized to transact a general surety business in the State of MONTANA as Surety, are held and firmly

bound unto MADISON COUNTY

(hereinafter called the Obligee)

in the full and just sum of TEN PERCENT OF AMOUNT BID

Dollars, (\$ 10% OF BID) for the payment whereof in lawful money of the United States, we bind ourselves, our

heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has submitted the accompanying bid for

LAKE ROAD BRIDGE REPLACEMENT

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, or in the event of the failure of the Principal to enter such Contract, If the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this 12TH day of MARCH, 2026
YEAR

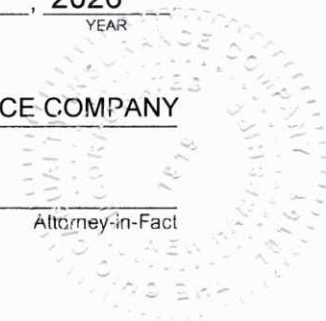
R RHODES CONSTRUCTION, INC.

Mitz Page 3-19-2026
Principal

THE OHIO CASUALTY INSURANCE COMPANY

Surety

By: PHILIP E. VEGA
Attorney-in-Fact





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8213326-969577

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Britton Christiansen; Kevin E. Vega; Philip E. Vega

all of the city of Covina state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of March, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12TH day of MARCH, 2026.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SAN LUIS OBISPO)
On MAR 12 2026 before me, BRITTON CHRISTIANSEN, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared PHILIP E. VEGA
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

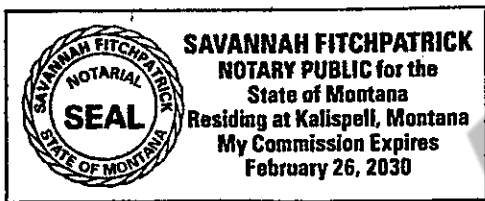
NOTARIAL CERTIFICATE

Signature Witnessing

State of Montana

County of Flathead

The attached record was signed before me on 3-19-26 by Mitzi Page




Notary Public

This certificate has been attached to the Bid Bond, consisting of 3 pages,
dated 3-19, 2026.

Any evidence that this certificate has been detached or removed from the above
described document may render the notarization invalid or unacceptable.

SECTION 00400

BID FORM

Article 1— Owner and Bidder	2
Article 2— Attachments to this Bid	2
Article 3— Basis of Bid—Unit Prices	3
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Section 00400 - Bid Form

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ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Madison County Board of Commissioners

111 East Wallace Street

Virginia City, MT 59755

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security (bid bond);
- B. Completed and signed bid sheets;
- C. Acknowledgement of Addendum;
- D. Contractor's license number No.: 5084 as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 Unit Price Bids

- A. Bidder may choose to bid on *one or both* schedules of work detailed below.
- B. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization	LS	1	10,500.00	\$ 10,500.00
2	Removal of Existing Bridge	LS	1	20,000.00	\$ 20,000.00
3	Supply & Install Steel Girder Bridge System with Backwalls & Rail (W18 Girders)	LS	1	90,000.00	\$ 90,000.00
4	1" Minus Crushed Base Course	CY	50	\$ 40.00	\$ 2,000.00
5	Asphalt Pavement	Ton	65	\$ 230.00	\$ 14,950.00
6	Concrete Eco Blocks	Each	4	\$ 500.00	\$ 2,000.00
Total of All Unit Price Bid Items					\$ 139,450.00
CONTRACTORS ESTIMATED NOTICE TO PROCEED DATE					*

Contingent on bridge delivery date

3.02 Evaluation of Bids

If the Contract is to be awarded, OWNER will award the Contract to the responsible bidder whose Bid, conforming with all material terms and conditions of the Bidding Documents, is lowest price, in the best interest of the Project, and other factors considered. As the project schedule is important the owner, the Contractors estimated Notice to Proceed date will also determine the bid award.

A. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages and payments to Owner for Unscheduled Employment of the Engineer.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1 + 2	Mar 16 & 19 2026

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda and any data and reference items identified in the Bidding Documents.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the ~~Supplementary Conditions~~ General Requirements, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the ~~Supplementary Conditions~~ General Requirements, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical

Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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Section 00400 - Bid Form

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BIDDER hereby submits this Bid as set forth above:

Bidder:

TCA Inc.

(typed or printed name of organization)

By:

Kevin Stanhope

(individual's signature)

Name:

Kevin Stanhope

(typed or printed)

Title:

President

(typed or printed)

Date:

March 21 / 2026

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

Libby Stanhope

(individual's signature)

Name:

Libby Stanhope

(typed or printed)

Title:

Sec/Treas

(typed or printed)

Date:

3-21-26

(typed or printed)

Address for giving notices:

163 T Bird Ln
Bozeman, MT 59718

Bidder's Contact:

Name:

Kevin Stanhope

(typed or printed)

Title:

President

(typed or printed)

Phone:

406-570-0941

Email:

tca 647@gmail.com

Address:

163 T-bird Ln
Bozeman Montana
59718

Bidder's Contractor License No.: (if applicable)

5084

END OF SECTION

Section 00400 - Bid Form

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BID BOND (PENAL SUM FORM)

<p>Bidder Name: TCA, INC. Address (principal place of business): 647 Hulbert Road West Bozeman, MT 59718</p>	<p>Surety Name: Merchants National Bonding, Inc. Address (principal place of business): PO Box 14498 Des Moines, IA 50306-3498</p>
<p>Owner Name: Madison County Board of Commissioners Address (principal place of business): 111 East Wallace Street Virginia City, MT 59755</p>	<p>Bid Project (name and location): Lake Road Bridge Replacement Bid Due Date: 3/23/2026</p>
<p>Bond Penal Sum: Ten Percent 10.00% Date of Bond: 3/23/2026</p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Bidder TCA, INC. (Full formal name of Bidder)</p>	<p>Surety Merchants National Bonding, Inc. (Full formal name of Surety) (Corporate Seal)</p>
<p>BY: <u>Kevin Stanhope</u> (Signature)</p>	<p>By: <u>Timothy G. Lightbourne</u> (Signature) (Attach Power of Attorney)</p>
<p>Name: <u>Kevin Stanhope</u> (Printed or typed)</p>	<p>Name: <u>Timothy G. Lightbourne</u> (Printed or typed)</p>
<p>Title: <u>President</u></p>	<p>Title: <u>Attorney-In-Fact</u></p>
<p>Attest: <u>Libby Stanhope</u> (Signature)</p>	<p>Attest: <u>Stephanie L. Cordeiro</u> (Signature)</p>
<p>Name: <u>Libby Stanhope</u> (Printed or typed)</p>	<p>Name: <u>Stephanie L. Cordeiro</u> (Printed or typed)</p>
<p>Title: <u>Secy/Treas</u></p>	<p>Title: <u>Customer Service Agent</u></p>
<p>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</p>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Dale J Anderson; Stephani L Cordeiro; Timothy G Lightbourne

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025.

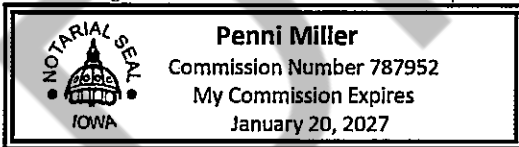


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of March, 2026.



Elisabeth Sandersfeld
Secretary

SECTION 00400

BID FORM

Article 1— Owner and Bidder	2
Article 2— Attachments to this Bid	2
Article 3— Basis of Bid—Unit Prices	3
Article 4— Time of Completion	3
Article 5— Bidder’s Acknowledgements: Acceptance Period, Instructions, and Receipt of Addenda.....	4
Article 6— Bidder’s Representations and Certifications.....	4

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Section 00400 - Bid Form

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ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Madison County Board of Commissioners

111 East Wallace Street

Virginia City, MT 59755

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security (bid bond);

B. Completed and signed bid sheets;

C. Acknowledgement of Addendum;

D. Contractor's license number No.: 163642 ~~as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;~~

ARTICLE 3—BASIS OF BID—UNIT PRICES3.01 *Unit Price Bids*

- A. Bidder may choose to bid on *one or both* schedules of work detailed below.
- B. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization	LS	1	\$ 11,000.00	\$ 11,000.00
2	Removal of Existing Bridge	LS	1	\$ 9,000.00	\$ 9,000.00
3	Supply & Install Steel Girder Bridge System with Backwalls & Rail (W18 Girders)	LS	1	\$ 91,000.00	\$ 91,000.00
4	1" Minus Crushed Base Course	CY	50	\$ 55.00	\$ 2,750.00
5	Asphalt Pavement	Ton	65	\$ 215.00	\$ 13,975.00
6	Concrete Eco Blocks	Each	4	\$ 450.00	\$ 1,800.00
Total of All Unit Price Bid Items					\$ 129,525.00
CONTRACTORS ESTIMATED NOTICE TO PROCEED DATE					August 25, 2026

3.02 *Evaluation of Bids*

If the Contract is to be awarded, OWNER will award the Contract to the responsible bidder whose Bid, conforming with all material terms and conditions of the Bidding Documents, is lowest price, in the best interest of the Project, and other factors considered. As the project schedule is important the owner, the Contractors estimated Notice to Proceed date will also determine the bid award.

- A. Bidder acknowledges that:
- each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 - estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

Section 00400 - Bid Form

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4.02 Bidder accepts the provisions of the Agreement as to liquidated damages and payments to Owner for Unscheduled Employment of the Engineer.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda and any data and reference items identified in the Bidding Documents.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions General Requirements, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions General Requirements, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical

Section 00400 - Bid Form

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Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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Section 00400 - Bid Form

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BIDDER hereby submits this Bid as set forth above:

Bidder:

Battle Ridge Builders, LLC

(typed or printed name of organization)

By:



(individual's signature)

Name:

Dakota Ham

(typed or printed)

Title:

Manager

(typed or printed)

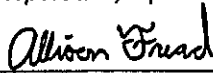
Date:

3/23/26

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

Allison Fread

(typed or printed)

Title:

Witness

(typed or printed)

Date:

3/23/26

(typed or printed)

Address for giving notices:

354 Countryside Ln

Belgrade, MT 59714

Bidder's Contact:

Name:

Dakota Ham

(typed or printed)

Title:

Manager

(typed or printed)

Phone:

(406)599-8211

Email:

info@battleridgebuilders.com

Address:

354 Countryside Ln

Belgrade, MT 59714

Bidder's Contractor License No.: (if applicable)

163642

END OF SECTION

Section 00400 - Bid Form

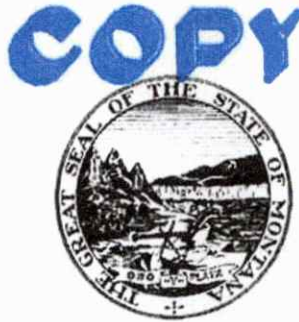
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STATE OF MONTANA

ARTICLES of ORGANIZATION for
DOMESTIC LIMITED LIABILITY COMPANY
MCA 35-8-202

MAIL: LINDA McCULLOCH
Secretary of State
P.O. Box 202801
Helena, MT 59620-2801

PHONE: (406)444-3665
FAX: (406)444-3976
WEB SITE: sos.mt.gov



Prepare, sign, and submit with an original signature and filing fee.

This is the minimum information required.

(This space for use by the Secretary of State only)

1235020
STATE OF MONTANA
FILED
JAN 9 2012
73
SECRETARY OF STATE

Required Filing Fee: \$70.00

- 24 Hour Priority Handling check box and Add \$20.00
- 1 Hour Expedite Handling check box and Add \$100.00

Executed by the undersigned for the purpose of forming a Montana Limited Liability Company.

PLEASE CHECK ONE BOX: Limited Liability Company Professional Limited Liability Company

1. The name of the limited liability company: BATTLE RIDGE BUILDERS, LLC
(Must contain "limited liability company", "limited company" or if Professional, "professional limited liability company", or an abbreviation)
2. The name and address of its registered office/agent in Montana:
Appointment of the Registered Agent is confirmation of the agent's consent.
Name: Dakota Ham
Street Address (required): 2021 S Black Ave
Mailing Address (if different from street address): _____
City: Bozeman State: MT Zip Code: 59715
Signature of Registered Agent: [Signature]
3. The business mailing address of its principal place of business:
Mailing Address: 2021 S Black Ave
City: Bozeman State: MT Zip Code: 59715
4. (Check one) At Will Term If Term, the latest date on which the LLC is to dissolve: _____
5. The LLC will be managed by (check one) a Manager or by its Members
6. The names of the Managers or Members and business mailing addresses are (attach a list if necessary):
Dakota Ham, 2021 S Black Ave, Bozeman, MT 59715
7. If one or more members of the company are liable for the LLC's debts and obligations under 35-8-304(3), MCA, please attach a list of liable members and written consents of each.
8. If a Professional Limited Liability Company, the services to be provided: _____
9. I, **HEREBY SWEAR AND AFFIRM**, under penalty of law, that the facts contained in this document are true.

[Signature] Signature of Organizer Dakota Ham, Manager Printed Name & Title Jan. 5, 2012 Date



Montana Department of
LABOR & INDUSTRY

CERTIFICATE OF CONTRACTOR REGISTRATION

BATTLE RIDGE BUILDERS LLC
354COUNTRYSIDE LN
BELGRADE, MT 59714

STATUS
Employer

REGISTRATION NO.
163642

EFFECTIVE DATE
07/21/2024

EXPIRATION DATE
07/20/2026

Visit our website at mtcontractor.mt.gov or call the
Registration Section at **406-444-7734** for more information
or to verify the validity of this certificate.

DRAFT

INSTRUCTIONS: Fold at perforations then tear card out. Fold card in half at score.



406-444-7734
mtcontractor.mt.gov

BATTLE RIDGE BUILDERS LLC
354COUNTRYSIDE LN
BELGRADE, MT 59714

REGISTRATION NO. 163642
EXPIRATION DATE 07/20/2026

Employer

BID BOND (PENAL SUM FORM)

<p>Bidder Name: Battle Ridge Builders, LLC Address (principal place of business): 354 Countryside Ln Belgrade, MT 59714</p>	<p>Surety Name: Travelers Casualty and Surety Company of America Address (principal place of business): One Tower Square Hartford, CT 06183</p>
<p>Owner Name: Madison County Address (principal place of business): 111 East Wallace Street Virginia City, MT 59755</p>	<p>Bid Project (name and location): Lake Road Bridge Replacement, Harrison, MT Bid Due Date: March 23, 2026</p>
<p>Bond Penal Sum: 10% Ten Percent of Amount Bid Date of Bond: March 18, 2026</p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Bidder Battle Ridge Builders, LLC _____ (Full formal name of Bidder)</p> <p>By: _____ (Signature)</p> <p>Name: <u>Dakota Ham</u> _____ (Printed or typed)</p> <p>Title: <u>Manager</u> _____</p> <p>Attest: <u>Allison Fread</u> _____ (Signature)</p> <p>Name: <u>Allison Fread</u> _____ (Printed or typed)</p> <p>Title: <u>Witness</u> _____</p>	<p>Surety Travelers Casualty and Surety Company of America _____ (Full formal name of Surety) (corporate seal)</p> <p>By: _____ (Signature) (Attach Power of Attorney)</p> <p>Name: <u>Samantha Benson</u> _____ (Printed or typed)</p> <p>Title: <u>Attorney-In-Fact</u> _____</p> <p>Attest: _____ (Signature)</p> <p>Name: <u>Naomi Gerber</u> _____ (Printed or typed)</p> <p>Title: <u>Witness</u> _____</p>
<p><i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i></p>	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

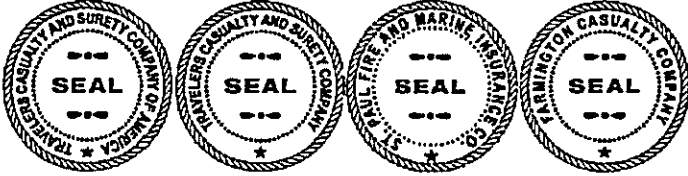
TRAVELERS

**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company**

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint Samantha Benson of Billings, MT, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 4th day of March, 2024.



State of Connecticut

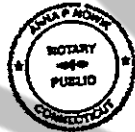
City of Hartford ss.

By: *Bryce Grissom*
Bryce Grissom, Senior Vice President

On this the 4th day of March, 2024, before me personally appeared Bryce Grissom, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

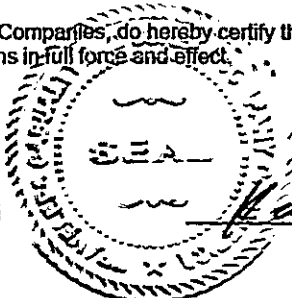
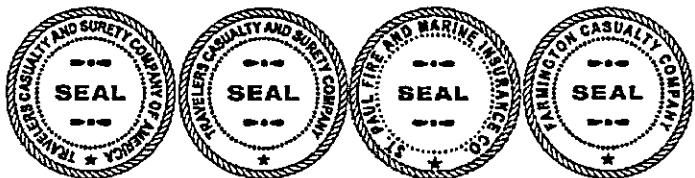
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this March 18, 2026



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



March 24, 2026

Madison County Commissioners
PO Box 278
Virginia City, MT 59755-0278

RE: Recommendation to Award – Lake Road Bridge Replacement

Dear Commissioners:

Great West Engineering has reviewed and tabulated the bids for the aforementioned project. We recommend awarding the project to the apparent low bidder, Battle Ridge Builders, LLC. Enclosed is the Notice of Award form reflecting that award. If the County concurs with the award recommendation, please sign, date and return the Notice of Award, keeping a copy for your records as well. Scanning and emailing is acceptable too. We will forward the signed Notice of Award to Battle Ridge Builders, LLC along with the construction contract documents.

If you have any questions, please do not hesitate to contact me at 406-495-6161.

Sincerely,

Great West Engineering, Inc.

A handwritten signature in blue ink, appearing to read "Logan Williams", is written over a large, faint, grey watermark that says "DRAFT".

Logan Williams, PE
Project Manager

Encl.: Certified Bid Tabulations
Notice of Award – Battle Ridge Builders, LLC
Bidding Documentation

See what's possible.

HELENA
250 Helen P Clarke
Street
Helena, MT 59601
Ph: (406) 449-8627
F: (406) 449-8631

BILLINGS
6780 Trade Center
Avenue
Billings, MT 59101
Ph: (406) 652-5000

BOISE
1921 E Overland Road
Meridian, ID 83642
Ph: (208) 576-6646

GREAT FALLS
702 2nd Street S, #2
Great Falls, MT 59405
Ph: (406) 952-1109

SPOKANE
9221 N Division Street
Suite F
Spokane, WA 99218
Ph: (509) 413-1430

NOTICE OF AWARD

Date of Issuance: March 31, 2026
 Owner: Madison County Owner's Project No.: N/A
 Engineer: Great West Engineering Engineer's Project No.: 1-21175 TO 32
 Project: Lake Road Bridge Replacement
 Contract Name: Lake Road Bridge Replacement
 Bidder: Battle Ridge Builders, LLC
 Bidder's Address: 354 Countryside Ln
 Belgrade, MT 59714

You are notified that Owner has accepted your Bid dated March 23, 2026 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Lake Road Bridge Replacement – Base Bid

The Contract Price of the awarded Contract is **\$129,525.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Unexecuted counterparts of the Agreement accompany this Notice of Award, and a copy of the Contract Documents has been transmitted or made available to Bidder electronically.

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 receipt of this Notice of Award:

1. Deliver to Owner [4] original counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **None**

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

Owner:

By (signature): _____

Name (printed): Ron Nye

Title: Commission Chairman

Copy: Engineer

Contractor's Application for Payment

Owner: <u>Madison County</u>	Owner's Project No.: <u>MT-MCEP-CG-25-050</u>
Engineer: <u>Great West Engineering</u>	Engineer's Project No.: <u>1-21175 T.O. #21</u>
Contractor: <u>Battle Ridge Builders, LLC</u>	Contractor's Project No.: <u>N/A</u>
Project: <u>Seyler Lane Bridge Replacement</u>	
Contract: <u>Seyler Lane Bridge Replacement</u>	
Application No. <u>1</u>	Application Date: <u>3/20/26</u>
Application Period: From <u>12/30/25</u>	to <u>3/20/26</u>

1. Original Contract Price	\$ 1,021,094.00
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 1,021,094.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 349,788.64
5. Retainage	
a. <u>5%</u> X \$ <u>349,788.64</u> Work Completed	\$ 17,489.43
b. <u>5%</u> X \$ <u>-</u> Materials Stored	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 17,489.43
6. Total amount eligible to date (Line 4 - Line 5.c)	\$ 332,299.21
7. Less previous payments (Line 6 from prior application)	\$ -
8. Amount due this application	
a. Gross Amount Due (Line 6 - Line 7)	\$ 332,299.21
b. 1% MT Gross Receipts Tax (Line 8b. x 1%)	\$ 3,322.99
c. NET AMOUNT DUE (Line 8a. - Line 8b.)	\$ 328,976.22

Owner is to make the following payments.....	
Montana Dept. of Revenue	\$ 3,322.99
Contractor	\$ 328,976.22


Contractor's Certification


The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: <u>Battle Ridge Builders, LLC</u>	
Signature: <u></u>	Date: <u>3/20/26</u>

Recommended by Engineer	Approved by Owner
By: <u></u>	By: _____
Title: <u>Project Manager</u>	Title: <u>Commission Chairman</u>
Date: <u>3/23/2026</u>	Date: <u>March 31, 2026</u>
Approved by Funding Agency	
By: <u>N/A</u>	By: _____
Title: _____	Title: _____
Date: _____	Date: _____



MONTANA
CGR-1
Rev 01-10

1% Contractor's Gross Receipts Contract Award Registration

Form CGR-1 is required to be completed and mailed to the Department of Revenue within 10 days after a contract or bid is officially awarded.

1.	<p>Contract awarded by: Enter the federal employer identification number, business name and address. Place an "X" in the "Government Entity" box if you are registering this contract between a government entity and a prime contractor. Place an "X" in the "Prime Contractor" box if you are registering this contract between a prime contractor and a subcontractor.</p> <p style="text-align: center;">Government Entity <input checked="" type="checkbox"/> Prime Contractor <input type="checkbox"/></p> <p>Federal Identification Number (FEIN) 81-6001389</p> <p>Name Madison County</p> <p>Address PO Box 278</p> <p>City Virginia City State MT Zip Code 59755</p>
2.	<p>Contract awarded to: Enter the federal employer identification number, business name and address. Place an "X" in the "Prime Contractor" box if you are registering this contract between a government entity and a prime contractor. Place an "X" in the "Subcontractor" box if you are registering this contract between a prime contractor and a subcontractor.</p> <p style="text-align: center;">Prime Contractor <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/></p> <p>Federal Identification Number (FEIN) 45-4358893</p> <p>Name Battle Ridge Builders LLC</p> <p>Address 354 Countryside Lane</p> <p>City Belgrade State MT Zip Code 59714</p>
3.	Enter the Government Issued Purchase Order Number here. 3. 1
4.	Enter the contract award date here. 4. <u>11 / 24 / 20 25</u>
5.	Enter the estimated construction completion date here. 5. <u>05 / 17 / 20 26</u>
6.	Enter the total dollar amount of the contract here. 6. \$ 1,021,094.00
7.	Enter a description of the work that will be performed under this contract. Seyler Lane Bridge Replacement
8.	Enter the location in Montana where this work will be performed. Be specific with your description. Madison County, Montana

<p>Contract award registration submitted by: Select the appropriate box identifying which entity is completing this return, sign this return and enter the information requested below.</p> <p style="text-align: center;">Government Entity <input checked="" type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/></p> <p>Preparer's Signature</p> <p>Preparer's Title Commission Chairman Date March 31, 2026</p> <p>Telephone Number (406) 898-5507 Fax Number</p>		
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Please mail this registration to:
Department of Revenue, P.O. Box 5835, Helena, MT 59604-5835



MONTANA
CGR-2
Rev 01-10

1% Contractor's Gross Receipts Gross Receipts Withholding Return

Form CGR-2 is required to be completed and mailed to the Department of Revenue within 30 days after each payment is made to the prime contractor or subcontractor.

1.	Contract awarded by: Enter the federal employer identification number, business name and address. Place an "X" in the "Government Entity" box if you are remitting the 1% contractor's gross receipts payment on behalf of a prime contractor. Place an "X" in the "Prime Contractor" box if you are allocating the 1% contractor's gross receipts from your prime contractor's account to your subcontractor's account. <div style="text-align: center;"> Government Entity <input checked="" type="checkbox"/> Prime Contractor <input type="checkbox"/> </div>
	Federal Identification Number (FEIN) 81-6001389
	Name Madison County
	Address P.O. Box 278
	City Virginia City State MT Zip Code 59755
2.	Contract awarded to: Enter the federal employer identification number, business name and address. Place an "X" in the "Prime Contractor" box if you are remitting the 1% contractor's gross receipts on behalf of a prime contractor. Place an "X" in the "Subcontractor" box if you are allocating the 1% contractor's gross receipts from your prime contractor's account to your subcontractor's account. <div style="text-align: center;"> Prime Contractor <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> </div>
	Federal Identification Number (FEIN)
	Name Battle Ridge Builders
	Address 354 Countryside Lane
	City Belgrade State MT Zip Code 59714
3.	Enter the Government Issued Purchase Order Number here.3.
4.	Enter the contract award date here.4. <u>11</u> / <u>24</u> /20 <u>25</u>
5.	Enter the month and year this payment was earned.5. <u>03</u> /20 <u>26</u>
6.	Enter the gross dollar amount due to the prime contractor or subcontractor here.6. \$ 332,299.21
7.	Multiply the amount on line 6 by 1% (.01) and enter the result here. This is your 1% Contractor's Gross Receipts7. \$ 3,322.99
8.	Subtract line 7 from line 6 and enter the result here. This is the net amount paid to the prime contractor or subcontractor8. \$ 328,976.22
9.	Check the box below that identifies the type of return you are filing and enter the date the payment was made to the prime contractor or subcontractor.....9. ___ / ___ /20___ 9(a) <input checked="" type="checkbox"/> I am enclosing the amount reported on line 7 for credit to my prime contractor's account. 9(b) <input type="checkbox"/> I am allocating the amount reported on line 7 for credit to my subcontractor's account.
10.	Enter a description of the work performed under this contract. Seyler Lane Bridge Replacement
11.	Enter the location in Montana where this work is performed. Be specific with your description. Madison County, Montana

Withholding return submitted by: Select the appropriate box identifying which entity is completing this return; sign this return and enter the information requested below. <div style="text-align: center;"> Government Entity <input checked="" type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> </div>	
Preparer's Signature	
Preparer's Title Commission Chairman	Date March 31, 2026
Telephone Number (406) 898-5507	Fax Number

Please mail this registration to:
Department of Revenue, P.O. Box 5835, Helena, MT 59604-5835

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	Madison County	Owner's Project No.:	MT-MCEP-CG-25-050
Engineer:	Great West Engineering	Engineer's Project No.:	1-21175 T.O. #21
Contractor:	Battle Ridge Builders, LLC	Contractor's Project No.:	N/A
Project:	Seyler Lane Bridge Replacement		
Contract:	Seyler Lane Bridge Replacement		

Application No.:	1	Application Period:	From 12/30/25	to 3/20/26	Application Date:	3/20/26
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A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Previous Work Completed		J Current Work Completed		K Materials Currently Stored (not in I) (\$)	L Work Completed and Materials Stored to Date (H + J + K) (\$)	M % of Value of Item (L / F) (%)	N Balance to Finish (F - L) (\$)
						H Quantity from Previous Application	I Total from Previous Application (E X G) (\$)	J Quantity from This Period	K Total from This Period (E X I) (\$)				
Original Contract													
101	Mobilization	1	LS	\$ 114,000.00	\$ 114,000.00		\$ -	0.60	\$ 68,400.00		\$ 68,400.00	60%	\$ 45,600.00
102	Removal and Disposal of Existing Bridge	1	LS	\$ 100,000.00	\$ 100,000.00		\$ -	1.00	\$ 100,000.00		\$ 100,000.00	100%	\$ -
103	Structure Excavation	1	LS	\$ 25,300.00	\$ 25,300.00		\$ -	1.00	\$ 25,300.00		\$ 25,300.00	100%	\$ -
104	Roadway Embankment	880	CUYD	\$ 40.00	\$ 35,200.00		\$ -	375.58	\$ 15,023.12		\$ 15,023.12	43%	\$ 20,176.88
105	Structural Backfill	230	CUYD	\$ 80.00	\$ 18,400.00		\$ -	153.84	\$ 12,307.20		\$ 12,307.20	67%	\$ 6,092.80
106	Cast-in-Place Concrete	60	CUYD	\$ 1,550.00	\$ 93,000.00		\$ -	30.00	\$ 46,500.00		\$ 46,500.00	50%	\$ 46,500.00
107	Prestressed Concrete Bulb Tee Beams	1	LS	\$ 352,000.00	\$ 352,000.00		\$ -		\$ -		\$ -	0%	\$ 352,000.00
108	Furnish Steel Pipe Piles	320	LF	\$ 123.00	\$ 39,360.00		\$ -	320.00	\$ 39,360.00		\$ 39,360.00	100%	\$ -
109	Drive Steel Pipe Piles	276	LF	\$ 90.00	\$ 24,840.00		\$ -	259.00	\$ 23,310.00		\$ 23,310.00	94%	\$ 1,530.00
110	Random Riprap, MDT Class III	359	CUYD	\$ 160.00	\$ 57,440.00		\$ -	122.43	\$ 19,588.32		\$ 19,588.32	34%	\$ 37,851.68
111	Asphalt Pavement, Type B, PG 58-28	242	TON	\$ 195.00	\$ 47,190.00		\$ -		\$ -		\$ -	0%	\$ 47,190.00
112	1"-Minus Crushed Base Course	476	CUYD	\$ 60.00	\$ 28,560.00		\$ -		\$ -		\$ -	0%	\$ 28,560.00
113	18" Diameter CSP Culvert, 0.064" Thickness, Annular	52	LF	\$ 88.00	\$ 4,576.00		\$ -		\$ -		\$ -	0%	\$ 4,576.00
114	24" Diameter CSP Culvert, 0.064" Thickness, Annular	22	LF	\$ 98.00	\$ 2,156.00		\$ -		\$ -		\$ -	0%	\$ 2,156.00
115	CMP Culvert Extension	12	LF	\$ 98.00	\$ 1,176.00		\$ -		\$ -		\$ -	0%	\$ 1,176.00
116	W830 Bridge Barrier Rail	246	LF	\$ 190.00	\$ 46,740.00		\$ -		\$ -		\$ -	0%	\$ 46,740.00
117	W-Beam Guardrail	75	LF	\$ 48.00	\$ 3,600.00		\$ -		\$ -		\$ -	0%	\$ 3,600.00
118	Bridge Approach Section	3	EA	\$ 2,100.00	\$ 6,300.00		\$ -		\$ -		\$ -	0%	\$ 6,300.00
119	Guardrail Terminal Section	4	EA	\$ 2,500.00	\$ 10,000.00		\$ -		\$ -		\$ -	0%	\$ 10,000.00
120	Type 3 Object Markers and Posts	4	EA	\$ 350.00	\$ 1,400.00		\$ -		\$ -		\$ -	0%	\$ 1,400.00
121	New Signs	2	EA	\$ 400.00	\$ 800.00		\$ -		\$ -		\$ -	0%	\$ 800.00
122	Barbed Wire Fence	408	LF	\$ 13.00	\$ 5,304.00		\$ -		\$ -		\$ -	0%	\$ 5,304.00
123	Wood Fence	147	LF	\$ 16.00	\$ 2,352.00		\$ -		\$ -		\$ -	0%	\$ 2,352.00
124	Pedestrian Access Gate	2	EA	\$ 700.00	\$ 1,400.00		\$ -		\$ -		\$ -	0%	\$ 1,400.00
					Original Contract Subtotal	\$ 1,021,094.00	\$ -	\$ 349,788.64	\$ -	\$ 349,788.64	\$ -	34%	\$ 671,305.36

Change Orders													
					\$ -	\$ -	\$ -				\$ -		\$ -
					\$ -	\$ -	\$ -				\$ -		\$ -
					\$ -	\$ -	\$ -				\$ -		\$ -
					\$ -	\$ -	\$ -				\$ -		\$ -
					Change Order Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -

Original Contract and Change Orders													
					Project Totals	\$ 1,021,094.00	\$ -	\$ 349,788.64	\$ -	\$ 349,788.64	\$ -	34%	\$ 671,305.36

ORDER TO CONTRACTOR TO RESUME WORK

MT-MCEP-CG-25-050
Funding Agency Project Number

1
Resume Work Order No.

1-21175 T.O. #21
Great West Engineering Project Number

DATE: March 23, 2026

TO: Battle Ridge Builders, LLC
345 Country Side Lane
Belgrade, MT 59714

PROJECT:
Madison County – Seyler Lane Bridge Replacement

OWNER: Madison County

The Suspend Work Order, dated February 20, 2026, directed you to suspend work on your contract, for the reasons and conditions described therein. Conditions are now favorable to the continuation of the work, you are hereby directed to resume major operations on this project effective March 30, 2026.

Under the terms of your contract for this project, Contract Time was not charged during the period work was suspended.

At the close of work on the date specified in the last Suspend Work Order, 27 of the 75 calendar days Contract Time had been used. No calendar days were added during the period work was suspended from Change Order No. 1, therefore, on the date this resume work order is effective, 48 calendar days of Contract Time remain.

The revised contract completion date is May 17, 2026.

CONTRACTOR

OWNER

Receipt Acknowledged, Date: _____

BY: _____

BY: _____

TITLE: Commissioner - Chairman

TITLE: _____

Address for Correspondence:

111 East Wallace Street

Virginia City, MT 59755

cc: Great West Engineering



Signature Certification Form

Montana Department of Commerce
Community MT Division
Montana Coal Endowment Program
301 S. Park Ave.
P.O. Box 200523
Helena, MT 59620-0523

This is to certify that the following officials are authorized to sign requests for payment of the Montana Coal Endowment Program (MCEP) funds for the Madison County Seyler Lane Bridge Project #MT-MCEP-CG-25-050.

- 1. _____ Commission Chairman
Signature Title
Ronald E. Nye
Typed name
- 2. _____ Commissioner
Signature Title
Duke W. Gilman
Typed name
- 3. _____ Commissioner
Signature Title
William A. Todd
Typed name

It is understood that any two of the above signatories must sign each request for payment submitted.



I hereby certify that I have witnessed the signing of the above-named signatures.

Signature of witness

Date: _____

Shawna Lutgen, Grant Manager
Typed name and title of witness

Subscribed and sworn to, before me, a notary public for the state of Montana, on the
_____ day of _____, 20__.

Notary public for the state of Montana (type or print name)

(Notary seal)

Residing at _____

My commission expires _____

MADISON COUNTY BOARD OF COMMISSIONERS

Commissioners

Duke W. Gilman
Ronald E. Nye
William A. Todd

P.O. BOX 278
VIRGINIA CITY, MT 59755
e-mail: madco@madisoncountymt.gov
www.madisoncountymt.gov

Phone: (406) 843-4277
Fax: (406) 843-5517

.....
March 31, 2026

Department of Commerce
Community MT Division
PO Box 200523
301 S Park
Helena MT 59720-0523

Re: MCEP Local Match Commitment Confirmation

As part of the Montana Cole Endowment Program (MCEP) award, a contribution funding commitment is required. This letter serves as Madison County's commitment to meet the local match fund requirement for the MCEP award for the Silver Springs Bridge Replacement Project.

MCEP Award:	\$750,000
Local Contribution Commitment:	\$ 16,000

Sincerely,

Duke W. Gilman
District 1 Commissioner

Ronald E. Nye, Chairman
District 2 Commissioner

William A. Todd
District 3 Commissioner

Madison Valley Manor Kitchen Improvements Study

Ennis, Madison County, MT
January 2026



Different by design.
Driven to create impact.

A&E + SMA Design
920 Front St #101,
Helena, MT 59601

DRAFT



Different **by design.**
Driven to **create impact.**

A&E + SMA Design
920 Front St #101,
Helena, MT 59601

DRRAFT

*Stronger together,
by design.*



DRAFT

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MAIN KITCHEN AREA

A. INTRODUCTION

As Madison County looks to the future needs of their nursing home facilities, this preliminary improvement study explores the options for updating the Madison Valley Manor (MVM) Kitchen. The study includes a high-level evaluation of space and equipment needs and order-of-magnitude cost estimates for an improvement that supports high-quality rural nursing home operations. This study references and builds upon the 2019 Preliminary Architecture Report titled Madison Valley Manor Phase II (included as an attachment). A&E + SMA, along with Associated Construction Engineering (ACE) and Next Step Design (commercial kitchen consultant), are proud to coordinate this effort with Madison County and Madison Valley Manor. This report presents a design study intended to evaluate project concepts and conceptual pricing. The contents are preliminary and do not represent a final design; the design will be refined and adjusted based on client feedback throughout the development process.

Madison Valley Manor is currently licensed for 32 beds total (with two residents to a room). They average 25 residents, and currently have 17 residents. A&E + SMA toured the kitchen in fall 2025, and coordinated with stakeholders Christy Preece (Nursing Home Administrator) and Chad Tree (MVM Kitchen Lead). Regular updates were made to Madison County during work session meetings during the course of the study.



Below are the design partners for this study:



Different **by design.**
Driven to **create impact.**

A&E + SMA Design
920 Front St #101,
Helena, MT 59601

Jason M. Davis, AIA NCARB | CXO, Principal
Becky Lawson, AIA NCARB, Healthcare Team Lead | Associate
Deana Mabrey, LEED ID+C, PMP | Project Manager
Office: 406 442 4933
A&E + SMA Design
ae-sma.design



Brodie Karabensh, PE | Associate Principal, Mechanical Engineer
Office: 406-549-4160
brodiek@acemt.com
3860 O'Leary St. Suite B
Missoula, MT 59808
acemt.com



Jessica Abell | Project Manager
Office: 410-263-1200 x113
jabell@nextstepdesign.com
San Diego, CA
nextstepdesign.com



B. EXECUTIVE SUMMARY

Madison Valley Manor has served the Ennis community and Madison County's elderly residents since 1977 and remains a vital component of the County's long-term care system. Over the past decade, significant investments have been made in the building's exterior and interior resident spaces, extending the facility's useful life and improving quality of care. One critical area, however, has remained largely unchanged since original construction: the commercial kitchen that supports daily meal service for all residents.

This Kitchen Improvements Study evaluates the existing kitchen at Madison Valley Manor and identifies practical, phased options for addressing documented code, life safety, and operational deficiencies while maintaining continuous food service. The kitchen currently exhibits several challenges, including sanitation and code compliance issues, inefficient layout and work flows, undersized dish washing and storage areas, worn interior finishes, and aging mechanical, electrical, and plumbing systems. While staff continue to provide high-quality meals, the physical environment no longer supports modern food service standards or the level of care delivered to residents.

The study presents three improvement options designed to align with varying levels of investment, operational impact, and long-term planning goals:

Option 1 – Light Touch focuses on correcting the most critical deficiencies through targeted upgrades, including rest room removal, improved lighting, select equipment replacement, consolidated dish washing functions, and limited re-configuration. This option offers the lowest up front cost and shortest construction duration while meaningfully improving safety, compliance, and day-to-day functionality.

Option 2 – Extensive builds upon the Light Touch improvements with additional re-configuration and equipment enhancements that improve workflow efficiency, sanitation, and staff productivity. This option represents a balanced investment that extends the useful life of the kitchen and better supports diverse dietary needs without expanding the building footprint.

Option 3 – Comprehensive provides a full modernization of the kitchen with major equipment replacement, re-imagined layout, enhanced service and expediting areas, and the addition of a new vestibule to eliminate exterior access to the walk-in cooler. While this option carries the highest cost and complexity, it delivers the greatest long-term operational benefit and positions the facility to meet future demands for decades.

Each option includes a preliminary opinion of cost, construction duration considerations, and an assessment of impacts to ongoing kitchen operations. Across all scenarios, the study prioritizes maintaining uninterrupted meal service for residents and minimizing disruption to staff and daily routines.

This report is intended to serve as a planning and decision-making tool for Madison County, providing a clear understanding of existing conditions, realistic improvement pathways, and associated cost implications. It establishes a road map for future investment in a kitchen environment that supports staff efficiency, regulatory compliance, and—most importantly—the continued delivery of high-quality meals as a core component of resident care at Madison Valley Manor.

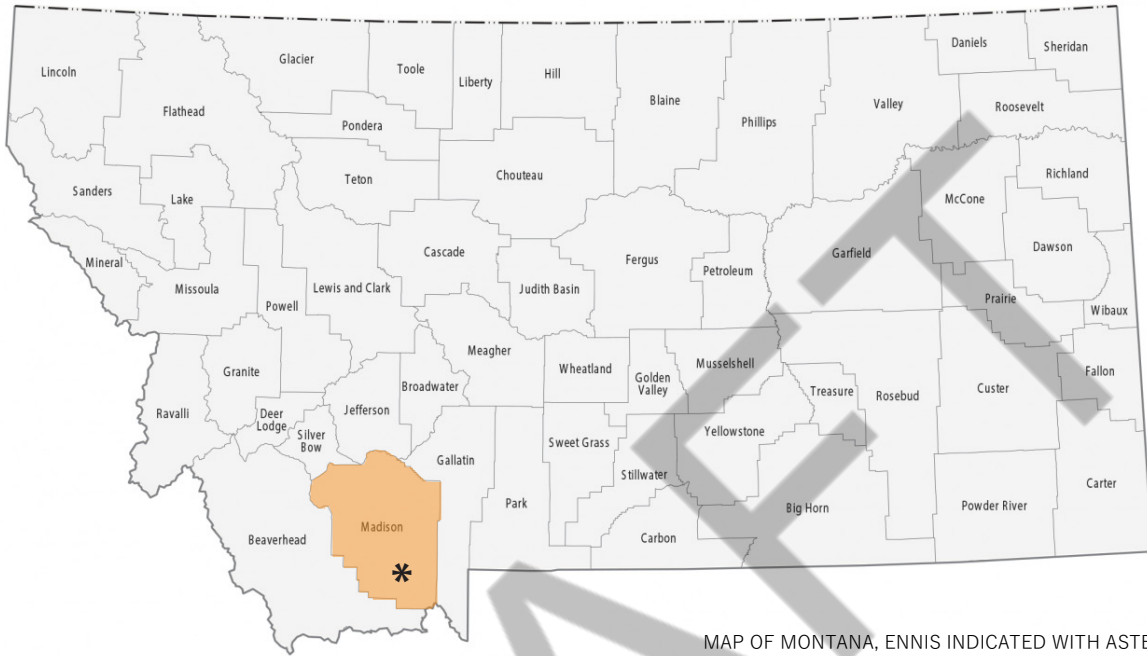


IMPROVEMENT OPTIONS OVERVIEW

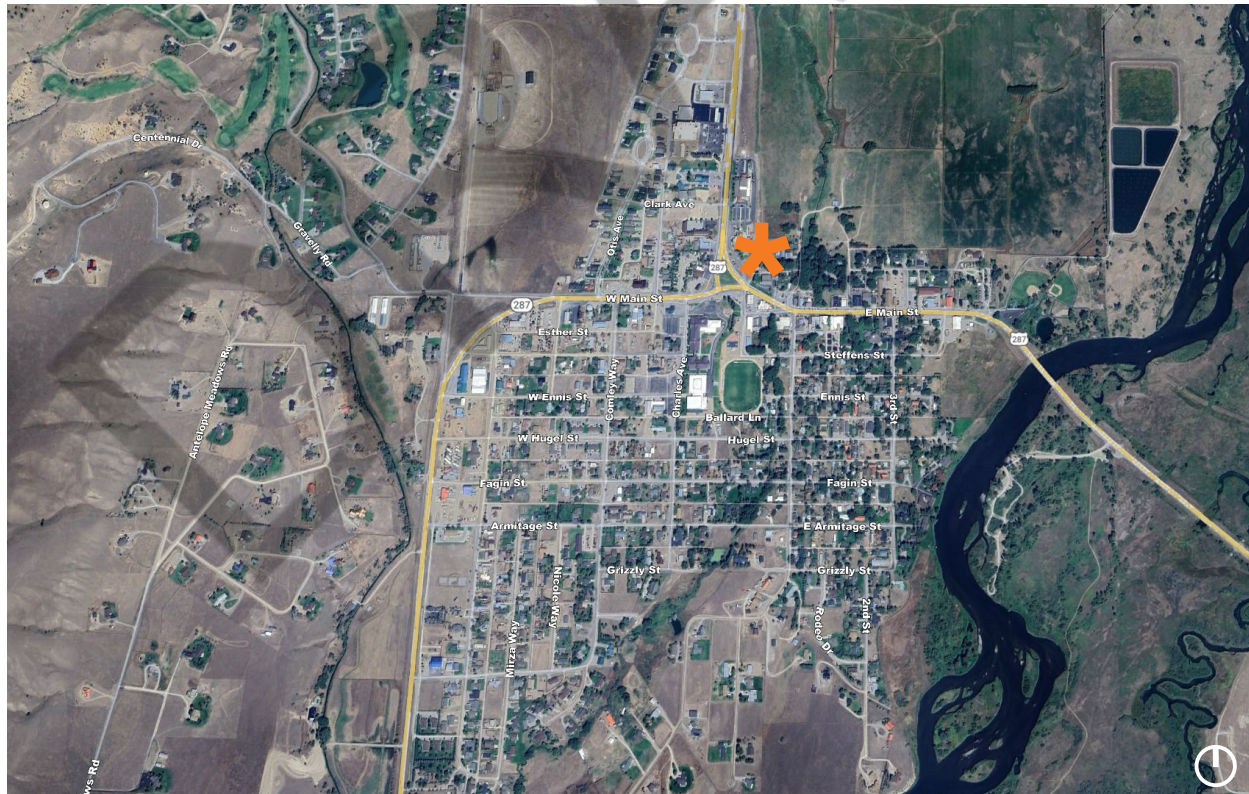
	1	2	3
Category	Light Touch - Minimal upgrades using mostly existing layout and equipment	Extensive - All Light Touch items plus targeted functional improvements	Comprehensive - Full replacement approach
Lighting	New lighting		
Dish Room	Full Update		
Restroom	Removed		
Floor Drains	All new		
Interior Walk-In Cooler	Convert to dry storage with new can racks		
Electrical Panel	Relocate to existing storage closet		
Finish Materials	New flooring, new wall protection and paint		
New Construction	None		New vestibule to walk in freezer/cooler
Cooking Equipment	New range/oven, convection oven, new hood		All new equipment including combi oven and fryer
Retained Equipment	mobile shelving and carts microwave, passthrough		To be determined if option is selected
Service	No change		New expedite station
Plate Storage	No change		Heated plate storage
Exterior Walk-in equipment	No change		Modify to reverse cooler & freezer
Reach-In	Convert one reach-in freezer to cooler; retain one		New reach-in freezer and cooler
Corner Work Area	New counter with sink bowl cover; above-counter shelves	New sink, new corner unit, new handwashing sink	Fully reimagined with new wall shelves
Ice Equipment	No change	Ice machine converted from bin to dispenser	
Prep Area	No change	New central prep area with new 2-compartment sink and handwashing sink	



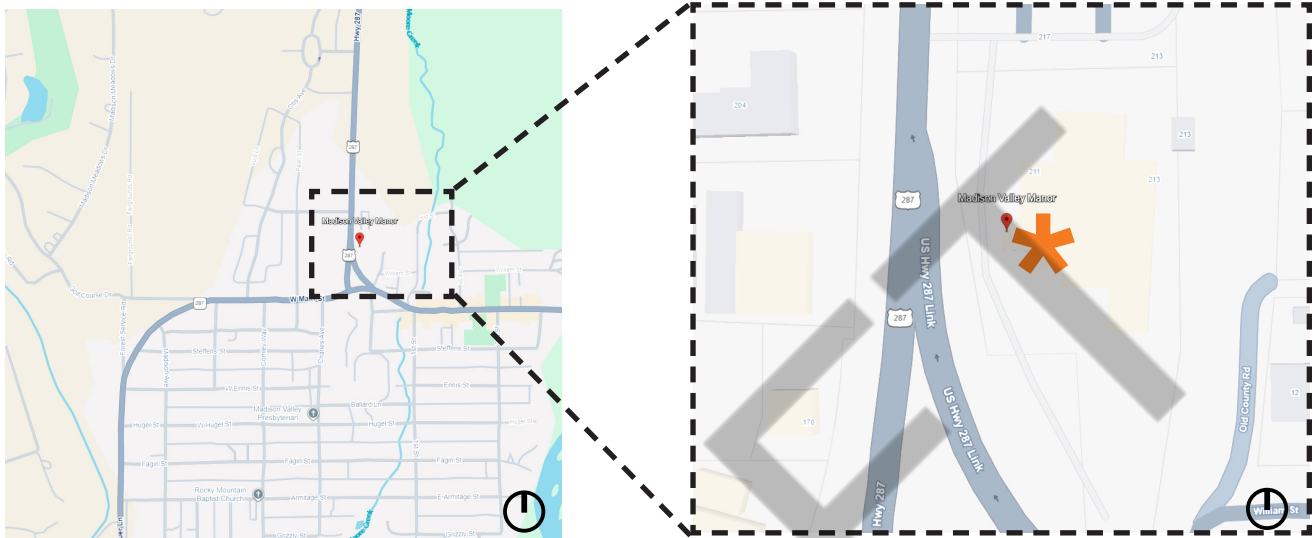
C. EXISTING INFORMATION C.1 LOCATION



MAP OF MONTANA, ENNIS INDICATED WITH ASTERISK



MAP OF ENNIS, MADISON VALLEY MANOR INDICATED WITH ASTERISK



MADISON VALLEY MANOR

Location Description: 211 W Main Street, Ennis, Montana 59729

Legal Description: S33, T05 S, R01 W, C.O.S. 7/2384BA, PARCEL A-1, ACRES 1.12, TOWN PLAT 2/302BA

Total Land Area: 1.12 acres, owned by Madison County





C. EXISTING INFORMATION

C.2 KITCHEN CONDITIONS

The Madison Valley Manor kitchen includes several existing conditions that adversely affect code compliance, sanitation, and operational efficiency. A staff toilet room currently opens directly into the kitchen, creating a sanitation concern and a condition that does not comply with the separation requirements of the 2021 International Building Code (IBC) Section 1210.3, which prohibits toilet rooms from opening directly into spaces where food is prepared or consumed. This condition is also inconsistent with applicable FDA Food Code §6-202.11, which requires toilet rooms to be separated from food preparation, food storage, and utensil-washing areas by intervening spaces to prevent contamination.

Exposed light fixtures are located over food preparation and handling areas, presenting a potential contamination risk and inconsistent alignment with food service standards. The FDA Food Code §6-202.11(A) requires light bulbs in areas where food is prepared, stored, or displayed to be shielded, coated, or otherwise shatter-resistant to prevent physical contamination. This condition may be cited during routine inspections by the local health department or Montana Department of Health and Human Services (MT DPHHS).

From an operational standpoint, the existing dish washing area and available dry storage are undersized relative to the current resident population and meal service demands. Inadequate ware washing and storage capacity impacts workflow efficiency and may conflict with FDA Food Code Chapter 4 (Equipment, Utensils, and Linens) and Chapter 3 (Food Storage), which require sufficient space to properly clean, sanitize, air-dry, and store utensils and food in a sanitary manner. These spatial constraints result in congestion during peak operations and reduce functional capacity for daily meal preparation.

Interior finishes throughout the kitchen are significantly worn and approaching the end of their usable life. Flooring, walls, ceilings, and casework exhibit cracking, staining, chipped finishes, and surface deterioration. While the kitchen is maintained in a clean condition, the age and condition of materials negatively affect both durability and perceived cleanliness. Previous testing identified asbestos-containing resilient flooring and localized lead-based paint; updated hazardous materials surveys will be required prior to any construction in accordance with current regulations.



Scullery



Hand Washing Sink



Dish Drying



Cook Line



C. EXISTING INFORMATION

C.2 KITCHEN CONDITIONS

Mechanical, electrical, and plumbing systems serving the kitchen are generally functional but dated and may not be designed to support modern commercial kitchen demands. The space is served by a make-up air unit with heating only, supplemental unit heating, and limited evaporative cooling, resulting in inconsistent thermal comfort. Plumbing infrastructure does not include a dedicated grease waste system, and existing floor drainage is minimal. Electrical service appears adequate for current use and includes a mix of original and replacement lighting fixtures, emergency lighting, and an existing fire alarm system; however, system capacity and performance were not verified, as testing of building systems was not performed as part of this assessment.

Dining Space



Expedite Station



Sink at NW Corner



Scullery

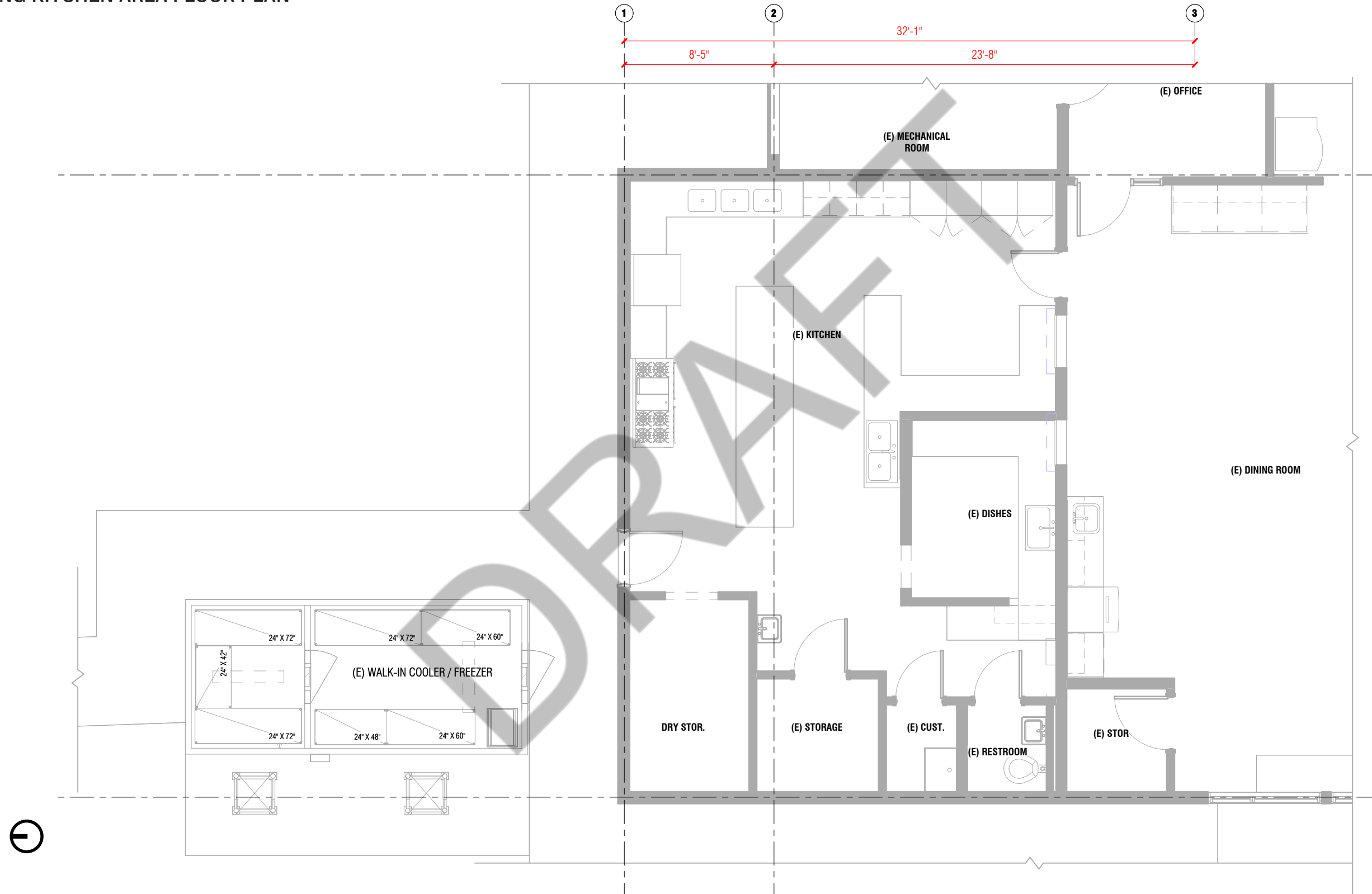


Prep Station



Dining Space showing existing pass through connections to Kitchen

C. EXISTING INFORMATION
C.4 EXISTING KITCHEN AREA FLOOR PLAN





D. PROPOSED KITCHEN RENOVATION

D.1 OPTION 1 - LIGHT RENOVATION

The light renovation option is a targeted improvement strategy focused on correcting the most critical code, safety, and operational deficiencies in the existing kitchen while minimizing cost, construction duration, and disruption to daily operations. This approach prioritizes maintaining continuous meal service for residents and staff and emphasizes upgrades that can be implemented efficiently within the existing footprint.

Key elements include removal of the staff rest room that opens directly into the kitchen to address code and hygiene concerns, upgraded lighting throughout food preparation areas, and replacement of select major cooking equipment, including the range /oven, convection oven, and exhaust hood. Targeted plumbing improvements, such as the addition of floor drains, enhance sanitation and functionality. Some re-configuration of counters and storage areas improves workflow without requiring a full redesign.

To control costs and shorten the construction time line, much of the existing equipment and infrastructure is retained. Mobile carts, select refrigeration units, and existing shelving remain in

use, while limited support functions are relocated to improve organization and efficiency. The renovation time length is anticipated to take approximately three months (final time line will be dependant on general contractor). Full kitchen closure is not expected; however, operations may be intermittently impacted during periods when utilities and services are upgraded.

Option 1 is expected to have an approximate construction cost in the range of \$872,812 to \$1,003,734, representing the lowest initial investment and shortest construction time line among the renovation alternatives. While it does not fully modernize the kitchen or expand capacity, it delivers meaningful improvements to safety, code compliance, and daily operations, extending the useful life of the existing kitchen as a practical near-term solution.

Category	Description
Kitchen Equipment	New range/oven and convection oven, new hood.
Cold Storage & Shelving	Convert walk-in cooler to dry storage with new can racks, convert one reach-in freezer to cooler.
Dish Room	New floor drains, consolidated dish/storage area, added grease interceptor, new 3-compartment sink, high-temp dish machine with hood (Type 2), added wall dish drying space, new hand-washing sink.
Lighting, Electrical	New lighting throughout, electrical panel relocated to existing storage.
Space Reorganization	Removal of restroom, no change to passthrough.





D. PROPOSED KITCHEN RENOVATION

D.1 OPTION 1 - LIGHT RENOVATION

Below is a preliminary list provided by Next Step Design articulating the potential equipment options anticipated in Option 1. This equipment is subject to change with additional stakeholder, MVM, and Madison County feedback during the course of a full design and construction process.

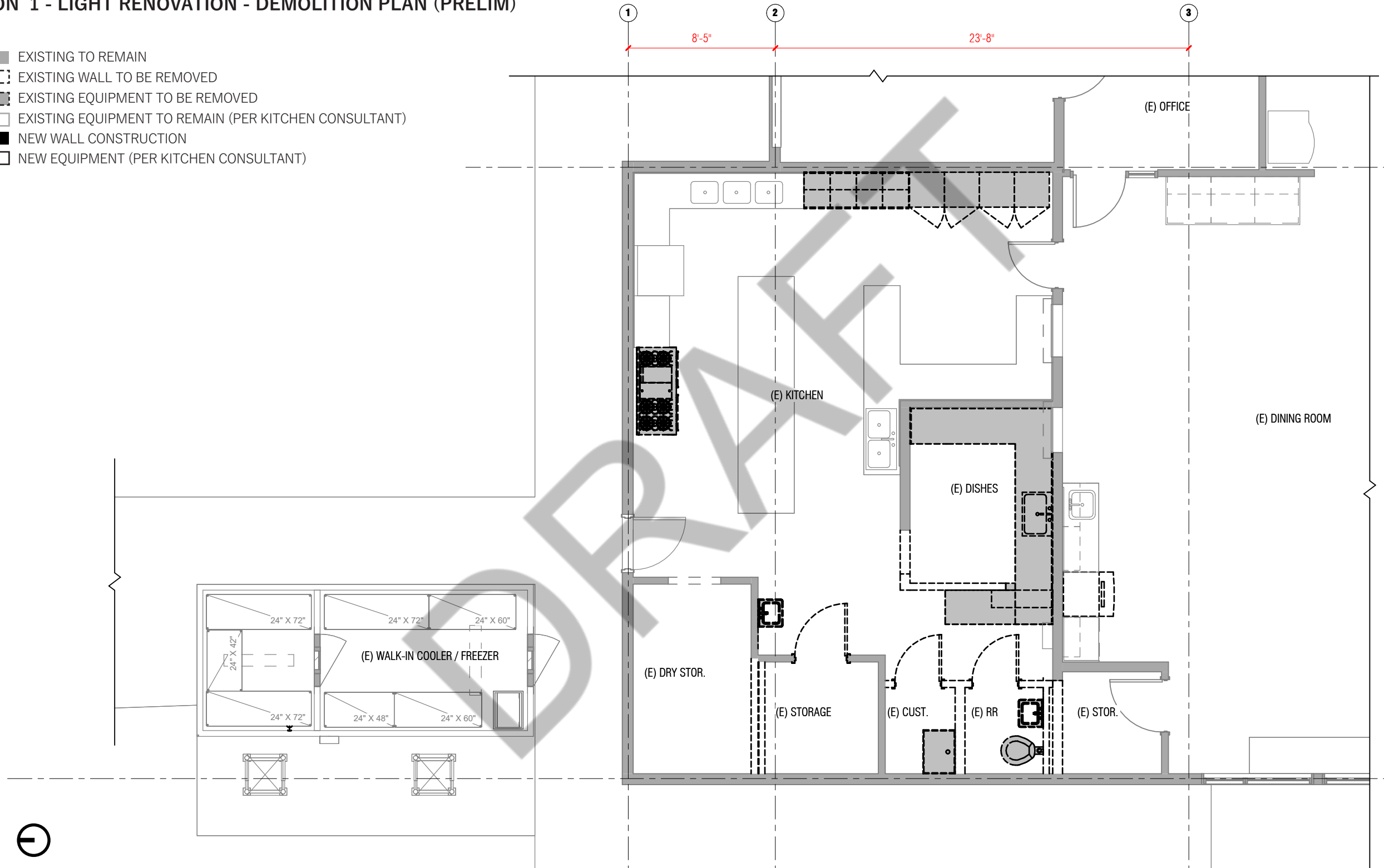
MADISON VALLEY MANOR EQUIPMENT LIST OPTION 1

QTY	SOURCE	DESCRIPTION
1	HALTON	EXHAUST HOOD
1	NEW AGE	CAN STORAGE RACK
1	NEW AGE	CAN STORAGE RACK
1	FABRICATOR	THREE COMPARTMENT POT SINK
1	METRO	DRY STORAGE SHELVING (LOT)
1	ADVANCE TABCO	MOP SINK CABINET
1	IMC TEDDY	HAND SINK
1	BY OWNER	SOAP & TOWEL DISPENSER
1	FABRICATOR	SOILED DISHTABLE
1	FABRICATOR	CLEAN DISH TABLE
1	HOBART	DISHWASHER, HIGH TEMP ELECTRIC
1	HALTON	CONDENSATE HOOD
1	T&S BRASS	PRE-RINSE FAUCET ASSEMBLY
1	FABRICATOR	SLANTED RACK SHELF
1	FABRICATOR	DOUBLE WALL SHELF
1	T&S BRASS	PRE-RINSE FAUCET ASSEMBLY
1	FABRICATOR	WALL SHELF W/ POT RACK
1	FABRICATOR	WALL SHELF W/ POT RACK
1	VULCAN	GRIDDLE, GAS, HEAVY DUTY
1	VULCAN	RANGE, 36" HEAVY DUTY, GAS

D. PROPOSED KITCHEN RENOVATION

D.1 OPTION 1 - LIGHT RENOVATION - DEMOLITION PLAN (PRELIM)

- EXISTING TO REMAIN
- EXISTING WALL TO BE REMOVED
- EXISTING EQUIPMENT TO BE REMOVED
- EXISTING EQUIPMENT TO REMAIN (PER KITCHEN CONSULTANT)
- NEW WALL CONSTRUCTION
- NEW EQUIPMENT (PER KITCHEN CONSULTANT)



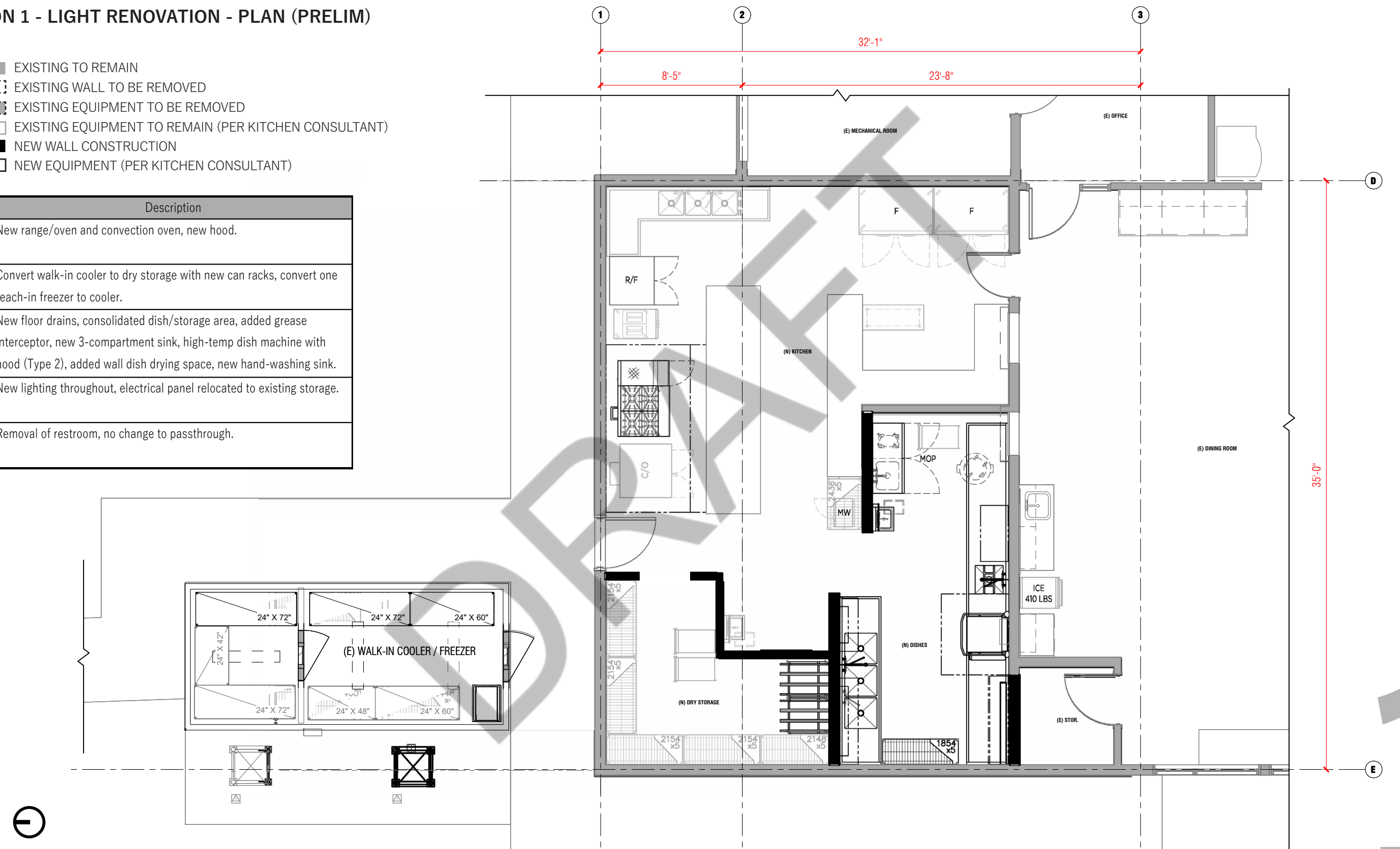
1

D. PROPOSED KITCHEN RENOVATION

D.1 OPTION 1 - LIGHT RENOVATION - PLAN (PRELIM)

- EXISTING TO REMAIN
- EXISTING WALL TO BE REMOVED
- EXISTING EQUIPMENT TO BE REMOVED
- EXISTING EQUIPMENT TO REMAIN (PER KITCHEN CONSULTANT)
- NEW WALL CONSTRUCTION
- NEW EQUIPMENT (PER KITCHEN CONSULTANT)

Category	Description
Kitchen Equipment	New range/oven and convection oven, new hood.
Cold Storage & Shelving	Convert walk-in cooler to dry storage with new can racks, convert one reach-in freezer to cooler.
Dish Room	New floor drains, consolidated dish/storage area, added grease interceptor, new 3-compartment sink, high-temp dish machine with hood (Type 2), added wall dish drying space, new hand-washing sink.
Lighting, Electrical	New lighting throughout, electrical panel relocated to existing storage.
Space Reorganization	Removal of restroom, no change to passthrough.



1



D. PROPOSED KITCHEN RENOVATION

D.2 OPTION 2 - EXTENSIVE RENOVATION WITH SMALL ENTRY ADDITION

The extensive option builds upon the improvements identified in the light touch approach, expanding the scope to more fully address long-standing functional and operational limitations of the existing kitchen. This option aligns the space more closely with modern commercial kitchen standards while maintaining continuous meal service through efficient construction phasing within the existing footprint.

In addition to resolving key code and life safety issues, this option introduces targeted layout refinements and additional equipment to improve workflow, sanitation, and staff efficiency. Enhancements include reworking the northwest corner of the kitchen to add new sinks, counter table units, and a dedicated handwashing sink. Additional refrigeration capacity is provided through conversion of an existing freezer to a reach-in refrigerator. Major equipment is more strategically located, including repositioning the ice cream maker to reduce cross-traffic and better organize food preparation and service zones.

Construction is anticipated to take approximately three and a half months (final time line will be dependant on general contractor). Full kitchen closure is not expected; however, operations may be intermittently impacted during periods when utilities and services are upgraded.

The extensive option remains within the existing kitchen footprint (with the exception of the small entry addition) while delivering meaningful operational and efficiency gains. It represents a balanced investment, with an anticipated construction cost in the range of \$1,332,719 to \$1,532,627 improving functionality and staff efficiency while extending the long-term usefulness of the kitchen without the cost and complexity of significant new construction.

Category	Description - all light touch upgrades plus
Kitchen Equipment	Relocation of ice cream maker, ice machine moved into kitchen and converted from bin to dispenser.
Cold Storage & Shelving	One new reach-in refrigerator.
Dish Room	Same as Light Touch.
Lighting, Electrical	Same as Light Touch.
Space Reorganization	New sink and hand-washing sink at NW corner, new central prep area with new 2-compartment sink, passthrough remains in place.

2



D. PROPOSED KITCHEN RENOVATION

D.2 OPTION 2 - EXTENSIVE RENOVATION WITH SMALL ENTRY ADDITION

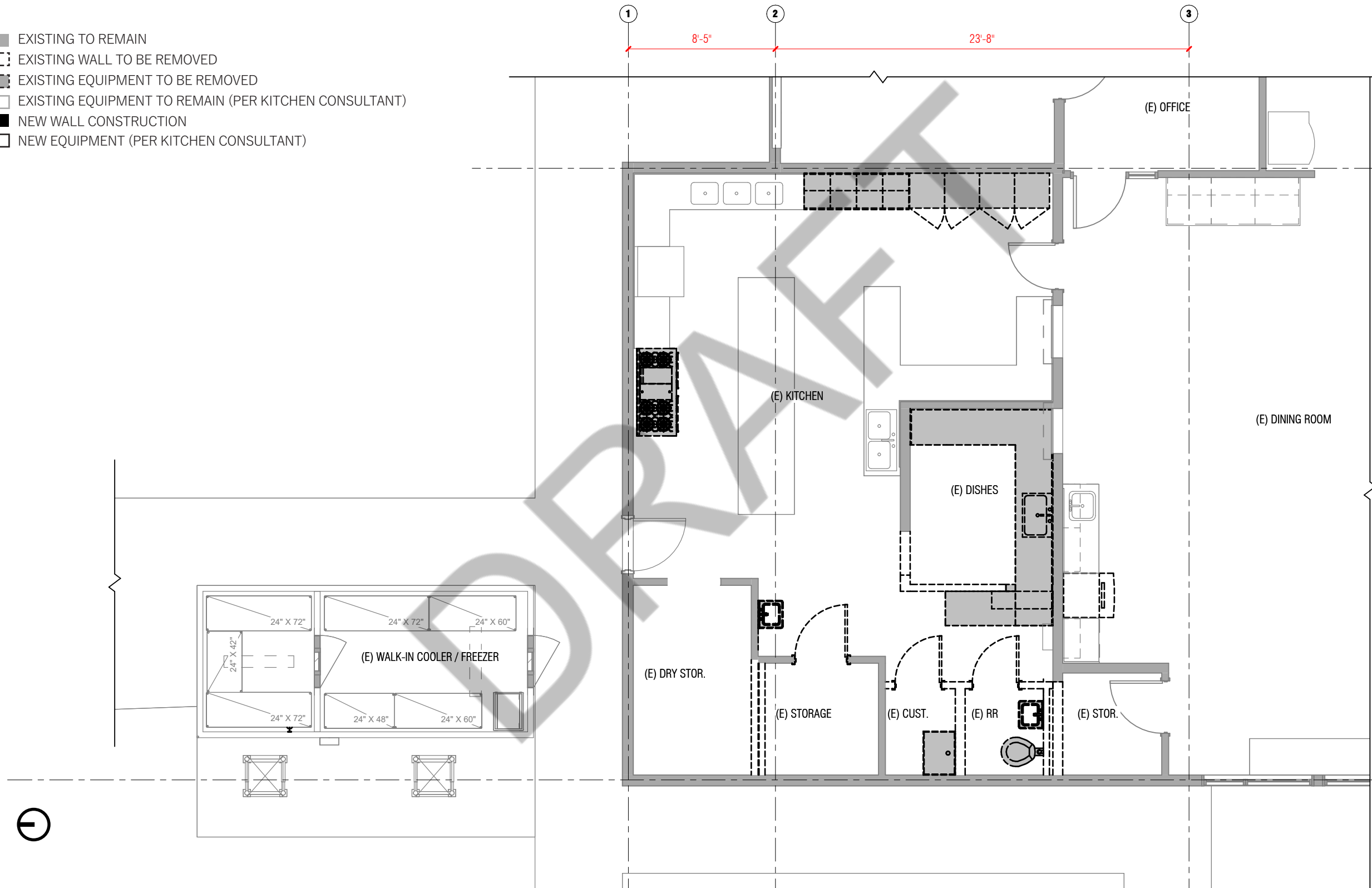
Below is a preliminary list provided by Next Step Design articulating the potential equipment options anticipated in Option 2. This equipment is subject to change with additional stakeholder, MVM, and Madison County feedback during the course of a full design and construction process.

MADISON VALLEY MANOR EQUIPMENT LIST OPTION 2		
QTY	SOURCE	DESCRIPTION
1	FABRICATOR	THREE COMPARTMENT POT SINK
1	METRO	DRY STORAGE SHELVING (LOT)
1	ADVANCE TABCO	MOP SINK CABINET
1	IMC TEDDY	HAND SINK
1	BY OWNER	SOAP & TOWEL DISPENSER
1	FABRICATOR	SOILED DISHTABLE
1	FABRICATOR	CLEAN DISH TABLE
1	HOBART	DISHWASHER, HIGH TEMP ELECTRIC
1	HALTON	CONDENSATE HOOD
1	T&S BRASS	PRE-RINSE FAUCET ASSEMBLY
1	FABRICATOR	SLANTED RACK SHELF
1	FABRICATOR	DOUBLE WALL SHELF
1	T&S BRASS	PRE-RINSE FAUCET ASSEMBLY
1	FABRICATOR	WALL SHELF W/ POT RACK
1	FABRICATOR	WALL SHELF W/ POT RACK
1	FOLLETT	ICE BIN FOR ICE MACHINES
1	HALTON	EXHAUST HOOD
1	TRUE	REACH-IN SOLID SWING DOOR DUAL TEMP
1	FABRICATOR	WORK TABLE W/ SINK
1	FABRICATOR	WALL SHELF
1	FABRICATOR	WALL CABINET
1	IMC TEDDY	HAND SINK
1	BY OWNER	SOAP & TOWEL DISPENSER
1	TRUE	REFRIGERATOR, REACH-IN
1	FABRICATOR	2 COMPARTMENT POT SINK
1	FABRICATOR	2 SINK COVER GABLE
1	BLODGETT	CONVECTION OVEN, GAS
1	VULCAN	GRIDDLE, GAS, HEAVY DUTY
1	VULCAN	RANGE, 36" HEAVY DUTY, GAS
1	NEW AGE	CAN STORAGE RACK
1	NEW AGE	CAN STORAGE RACK

D. PROPOSED KITCHEN RENOVATION

D.2 OPTION 2 - EXTENSIVE RENOVATION WITH SMALL ENTRY ADDITION - DEMOLITION PLAN (PRELIM)

- EXISTING TO REMAIN
- EXISTING WALL TO BE REMOVED
- EXISTING EQUIPMENT TO BE REMOVED
- EXISTING EQUIPMENT TO REMAIN (PER KITCHEN CONSULTANT)
- NEW WALL CONSTRUCTION
- NEW EQUIPMENT (PER KITCHEN CONSULTANT)



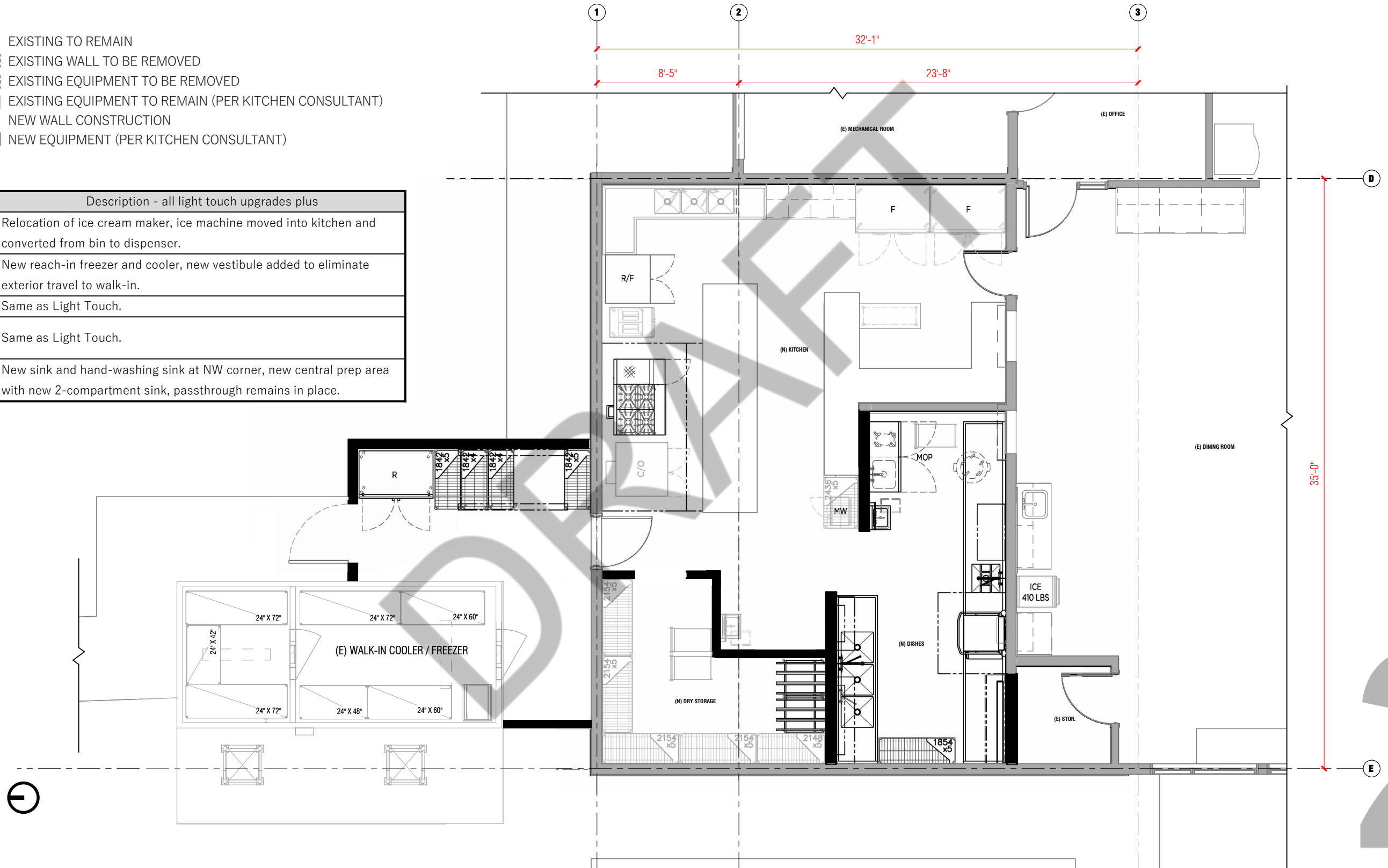
2

D. PROPOSED KITCHEN RENOVATION

D.2 OPTION 2 - EXTENSIVE RENOVATION WITH SMALL ENTRY ADDITION - PLAN (PRELIM)

- EXISTING TO REMAIN
- EXISTING WALL TO BE REMOVED
- EXISTING EQUIPMENT TO BE REMOVED
- EXISTING EQUIPMENT TO REMAIN (PER KITCHEN CONSULTANT)
- NEW WALL CONSTRUCTION
- NEW EQUIPMENT (PER KITCHEN CONSULTANT)

Category	Description - all light touch upgrades plus
Kitchen Equipment	Relocation of ice cream maker, ice machine moved into kitchen and converted from bin to dispenser.
Cold Storage & Shelving	New reach-in freezer and cooler, new vestibule added to eliminate exterior travel to walk-in.
Dish Room	Same as Light Touch.
Lighting, Electrical	Same as Light Touch.
Space Reorganization	New sink and hand-washing sink at NW corner, new central prep area with new 2-compartment sink, passthrough remains in place.





D. PROPOSED KITCHEN RENOVATION

D.3 OPTION 3 - COMPREHENSIVE RENOVATION WITH SMALL ENTRY ADDITION

The comprehensive option represents the highest level of investment and is intended to fully modernize the Madison Valley Manor kitchen to meet current and future operational needs. This approach addresses life safety, code and workflow deficiencies while delivering a fully upgraded, high-capacity commercial kitchen environment.

Under this option, the kitchen would receive all new major cooking and refrigeration equipment, including reach-in freezers and coolers, combination ovens, fryers, and updated range / oven units. Service and expediting areas are enhanced with new heated plate storage, a central work island with hot wells, and wall shelving to streamline meal preparation and delivery. A new vestibule eliminates the need for staff to access the walk-in cooler from outside, improving safety and workflow year-round.

All improvements included in the light touch and extensive options are incorporated, such as upgraded lighting, electrical panel relocation, additional floor drains, and a consolidated dish room with a three-compartment sink, high-temperature

dish machine with Type II hood, and improved handwashing facilities. The overall layout is fully reconfigured to support modern kitchen operations, maximize staff efficiency, and meet current health, safety, and accessibility standards. Construction is anticipated to take approximately four months (final time line will be dependant on general contractor). Full kitchen closure is not expected; however, operations may be intermittently impacted during periods when utilities and services are upgraded.

The comprehensive option involves the highest up front cost and construction complexity, with an anticipated construction cost in the range of \$1,857,333 to \$2,135,932. In return, it delivers the greatest long-term value—significantly improving functionality, operational efficiency, and capacity. This option is designed to support Madison Valley Manor’s needs for decades, enabling high-quality resident care and efficient kitchen operations well into the future.

Category	Description - all light touch upgrades plus
Kitchen Equipment	Relocation of ice cream maker, ice machine moved into kitchen and converted from bin to dispenser.
Cold Storage & Shelving	One new reach-in refrigerator.
Dish Room	Same as Light Touch.
Lighting, Electrical	Same as Light Touch.
Space Reorganization	New sink and hand-washing sink at NW corner, new central prep area with new 2-compartment sink, passthrough remains in place.

3



D. PROPOSED KITCHEN RENOVATION

D.3 OPTION 3 - COMPREHENSIVE RENOVATION WITH SMALL ENTRY ADDITION

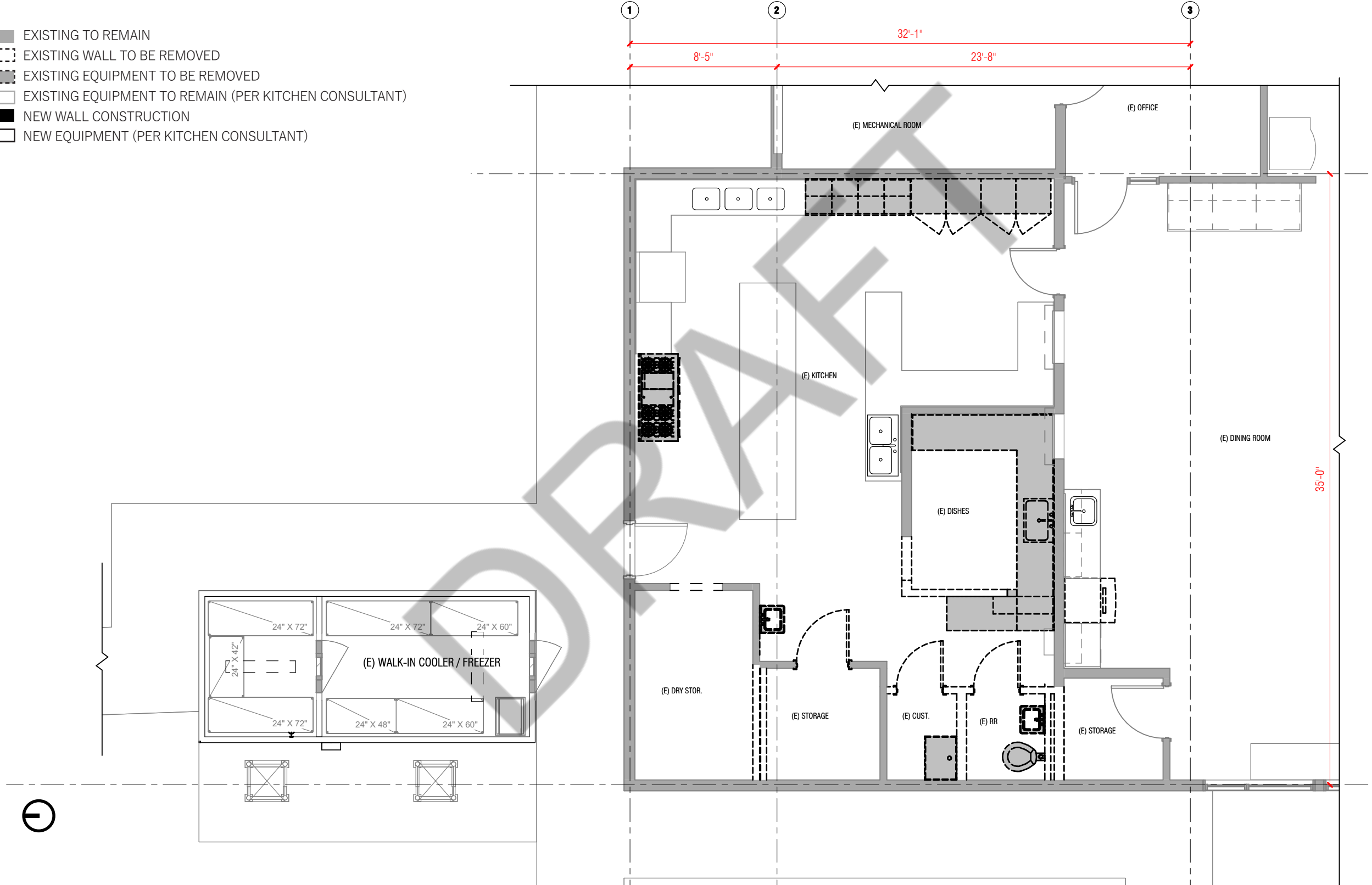
Below is a preliminary list provided by Next Step Design articulating the potential equipment options anticipated in Option 3. This equipment is subject to change with additional stakeholder, MVM, and Madison County feedback during the course of a full design and construction process.

MADISON VALLEY MANOR EQUIPMENT LIST OPTION 3					
QTY	SOURCE	DESCRIPTION	QTY	SOURCE	DESCRIPTION
1	FABRICATOR	THREE COMPARTMENT POT SINK	1	OMNITEAM, INC.	HAND SINK W/ SOAP & TOWEL DISPENSER
1	METRO	DRY STORAGE SHELVING (LOT)	1	RATIONAL	COMBI OVEN, GAS
1	ADVANCE TABCO	MOP SINK CABINET	1	HALTON	EXHAUST HOOD
1	ADVANCE TABCO	MOP BUCKET	1	VULCAN	GRIDDLE, GAS, HEAVY DUTY
1	IMC TEDDY	HAND SINK	1	VULCAN	RANGE, 36" HEAVY DUTY, GAS
1	BY OWNER	SOAP & TOWEL DISPENSER	1	PITCO	FRYER BATTERY, GAS
1	FABRICATOR	SOILED DISHTABLE	1	TRUE	REACH-IN SOLID SWING DOOR DUAL TEMP
1	FABRICATOR	CLEAN DISH TABLE	1	FABRICATOR	WORK TABLE W/ SINK
1	HOBART	DISHWASHER, HIGH TEMP ELECTRIC	1	FABRICATOR	WALL SHELF
1	HALTON	CONDENSATE HOOD	1	FABRICATOR	WALL CABINET
1	T&S BRASS	PRE-RINSE FAUCET ASSEMBLY	1	IMC TEDDY	HAND SINK
1	FABRICATOR	SLANTED RACK SHELF	1	BY OWNER	SOAP & TOWEL DISPENSER
1	FABRICATOR	DOUBLE WALL SHELF	1	TRUE	REFRIGERATOR, REACH-IN
1	T&S BRASS	PRE-RINSE FAUCET ASSEMBLY	1	TRUE	FREEZER, REACH-IN
1	FABRICATOR	WALL SHELF W/ POT RACK	1	IMC TEDDY	FLOOR TROUGH
1	FABRICATOR	WALL SHELF W/ POT RACK	1	IMC TEDDY	FLOOR TROUGH
1	RUBBERMAID	TRASH CAN			
1	METRO	DRY STORAGE SHELVING (LOT)			
1	FOLLETT	ICE BIN FOR ICE MACHINES			
1	HOSHIZAKI	ICE MAKER, CUBE STYLE			
1	NEW AGE	CAN STORAGE RACK			
1	NEW AGE	CAN STORAGE RACK			
1	METRO	DRY STORAGE SHELVING (LOT)			
1	METRO	DRY STORAGE SHELVING (LOT)			
1	METRO	DRY STORAGE SHELVING (LOT)			
1	METRO	DRY STORAGE SHELVING (LOT)			
1	METRO	DRY STORAGE SHELVING (LOT)			
1	COLD ZONE	EVAPORATOR COIL			
1	COLD ZONE	EVAPORATOR COIL			
1	TRUE	REFRIGERATOR, REACH-IN			
1	METRO	DRY STORAGE SHELVING (LOT)			
1	METRO	STEM CASTER CART			
1	METRO	STEM CASTER CART			
1	METRO	DRY STORAGE SHELVING (LOT)			
1	METRO	SHELVING, HIGH-DENSITY			
1	FABRICATOR	WORK TABLE W/ SINK			
1	FABRICATOR	WALL SHELF			
1	FABRICATOR	PREP TABLE			
1	FABRICATOR	2 COMPARTMENT POT SINK			
1	FABRICATOR	WALL SHELF			
1	FABRICATOR	EQUIPMENT SHELF			
1	PANASONIC	MICROWAVE OVEN			
1	ALTO-SHAAM	HEATED CABINET, MOBILE			
1	ALTO-SHAAM	HEATED CABINET, MOBILE			
1	FABRICATOR	CHEF UNIT			
1	FABRICATOR	2 TIER OVERSHELF			
1	WELLS	HOT FOOD WELL UNIT, DROP-IN, ELECTRIC			

D. PROPOSED KITCHEN RENOVATION

D.3 OPTION 3 - COMPREHENSIVE RENOVATION WITH SMALL ENTRY ADDITION - DEMOLITION PLAN (PRELIM)

- EXISTING TO REMAIN
- EXISTING WALL TO BE REMOVED
- EXISTING EQUIPMENT TO BE REMOVED
- EXISTING EQUIPMENT TO REMAIN (PER KITCHEN CONSULTANT)
- NEW WALL CONSTRUCTION
- NEW EQUIPMENT (PER KITCHEN CONSULTANT)



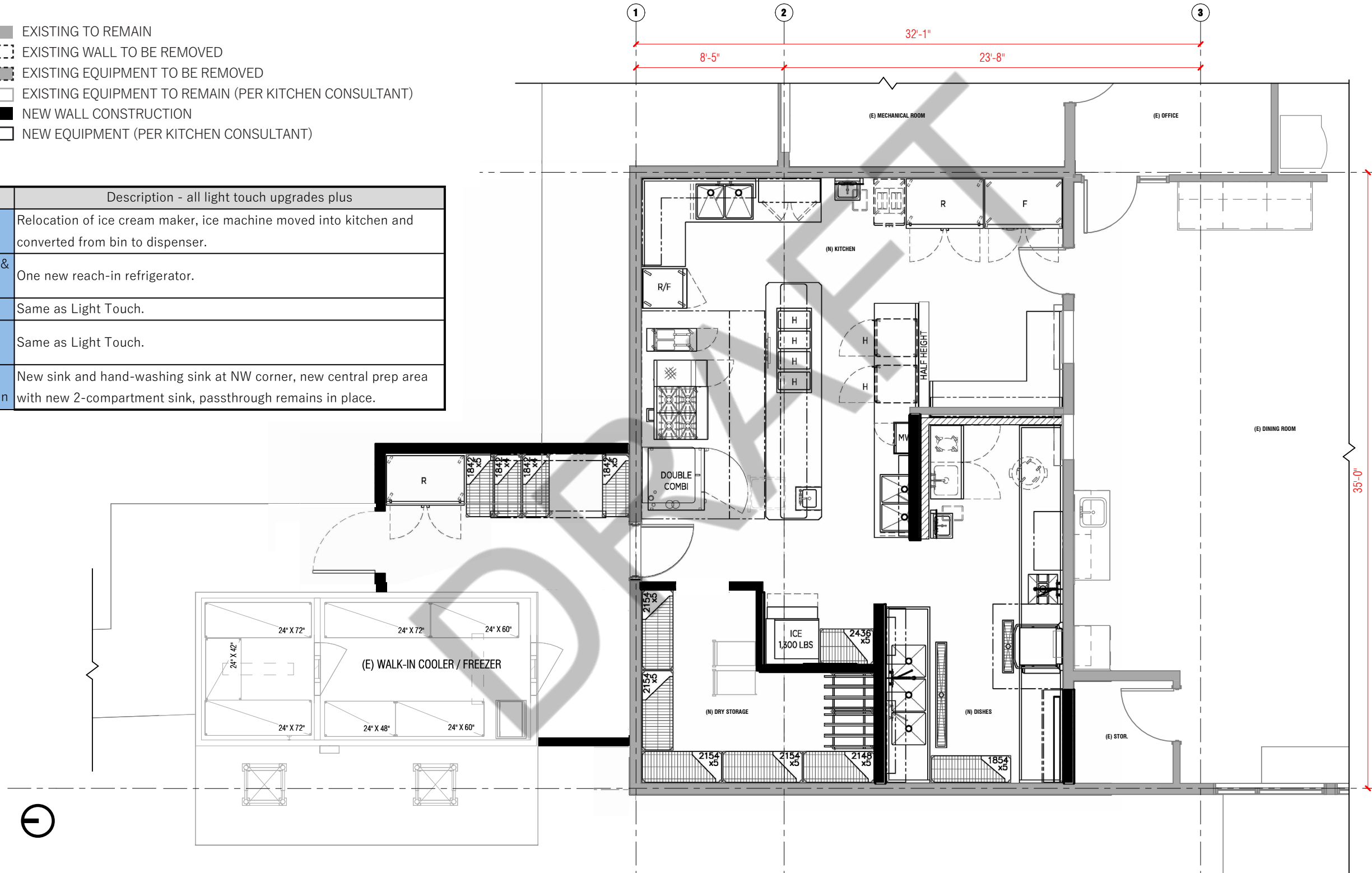
3

D. PROPOSED KITCHEN RENOVATION

D.3 OPTION 3 - COMPREHENSIVE RENOVATION WITH SMALL ENTRY ADDITION - PLAN (PRELIM)

- EXISTING TO REMAIN
- EXISTING WALL TO BE REMOVED
- EXISTING EQUIPMENT TO BE REMOVED
- EXISTING EQUIPMENT TO REMAIN (PER KITCHEN CONSULTANT)
- NEW WALL CONSTRUCTION
- NEW EQUIPMENT (PER KITCHEN CONSULTANT)

Category	Description - all light touch upgrades plus
Kitchen Equipment	Relocation of ice cream maker, ice machine moved into kitchen and converted from bin to dispenser.
Cold Storage & Shelving	One new reach-in refrigerator.
Dish Room	Same as Light Touch.
Lighting, Electrical	Same as Light Touch.
Space Reorganization	New sink and hand-washing sink at NW corner, new central prep area with new 2-compartment sink, passthrough remains in place.





E. MECHANICAL, ELECTRICAL, AND PLUMBING DESIGN (MEP) NARRATIVES

E.1 CODES AND STANDARDS

Renovation or new construction work at Madison Valley Manor will utilize the following (as applicable):

International Building Code – 2021

International Existing Building Code - 2021

ICC A117.1, Accessibility Code – 2017

Uniform Plumbing Code - 2021

International Mechanical Code – 2021

International Fuel Gas Code – 2021

National Electric Code – 2020

International Energy Conservation Code – 2021

ASME, Boilers and Pressure Vessel Code – 2021

ASME CSD-1, Controls and Safety Devices for Automatically Fired Boilers – 2018

Administrative Rules of Montana Title 24, Chapter 301 (amendments to the above codes and standards)

Local Environmental Conditions

Local Utilities

ASHRAE Standards including, but not limited to 62.1 and 90.1

NFPA Standard including, but not limited to 13 and 101

FGI 2018

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E. MEP DESIGN NARRATIVE

E.2 MECHANICAL SYSTEMS

EXISTING MECHANICAL SYSTEMS

The kitchen is served by a make-up air unit (MAU) located in the attic, a cabinet unit heater, and evaporative cooler. The MAU has a hydronic heating coil (Heating hot water) and no cooling. The cabinet unit heater is recessed in the kitchen ceiling. The evaporative cooler is on a stand outside the kitchen with a single supply grille on the exterior wall of the kitchen near the evaporative cooler.

NEW MECHANICAL SYSTEMS

A direct-fired propane gas/DX cooling makeup air unit will provide conditioned air to the kitchen to offset airflow required for operation of the new Type I & Type II exhaust hoods. This MAU has an anticipated airflow of 1,800 CFM. It is assumed the remote condensing unit associated with the new MAU will be either roof or grade mounted. The existing recessed cabinet unit heater and evaporative cooler shall be removed once the new MAU is installed. The project will require a new Type I and new Type II exhaust hood. The new compensating Type I exhaust hood preliminary air flow shall be 1,700 cfm. The new grease exhaust fan shall be an upblast fan with components and rated for use in a grease exhaust system complete with a new vented roof curb. The current location of the grease exhaust fan will have to change to be 10 ft from the roof edge or a safety railing added if the 10ft can not be met. All new exhaust duct work is required. The new Type II exhaust hood preliminary air flow shall be 410 cfm. A new up blast roof mounted exhaust fan and roof curb will be provided and approximately located above the new dishwasher. The new exhaust duct work from the Type II hood shall be stainless steel or aluminum. For options 2 & 3 a new recessed electric wall heater will be added in the new hall that connects the kitchen to the existing cooler/freezer. The recessed wall heater shall be 1.5 kW and contain an integral thermostat. As part of option 3 the mechanical contractor shall perform the work associated with the freezer and cooler swap, installing new outdoor condensing units, indoor evaporative coils, and refrigerant piping.

DISTRIBUTION SYSTEMS

Duct distribution will be sheet metal, both spiral and rectangular, constructed in accordance with SMACNA standards. Appropriate diffusers for either exposed, lay-in, or hard lid applications will be utilized. Supply air will be fully ducted from the MAU to each Type I hood connection and ceiling supply diffusers.

CONTROLS AND INSTRUMENTATION

The new MAU will come complete with package controls that will control the MAU and interlock with the kitchen exhaust hoods for a complete operating system.

SYSTEMS TESTING AND BALANCING

All new and modified air systems will be tested and balanced by a certified test and balance contractor in accordance with SMACNA and ASHRAE standards.

E. MEP DESIGN NARRATIVE

E.3 PLUMBING SYSTEMS

EXISTING PLUMBING SYSTEMS

The building is currently serviced by a domestic water service assembly that passes through a pressure regulator and a reduced pressure back flow prevention device. There is currently not a grease waste system serving the kitchen. There is an existing floor drain in the kitchen that shall be removed completely as well as the associated branch piping back to the main and capped.

PLUMBING FIXTURES

All plumbing fixtures will be commercial grade and meet the EPA WaterSense performance requirements. Fixtures will be provided with commercial grade ¼ turn stop valves, chrome p-traps, flush valves, commercial carriers where needed and insulation for under fixtures piping where required for ADA compliance. The new plumbing fixtures in the kitchen shall be provided by the kitchen equipment vendor with the new kitchen equipment and installed by the plumbing contractor.

DOMESTIC WATER DISTRIBUTION

All new domestic cold & hot water piping will be Type L hard copper (ASTM B88 & ANSI/NSF 61) with sweat fittings and joints. All domestic cold water piping will be insulated with 1" insulation. Domestic cold water piping insulation will be preformed mineral fiber with vapor barrier, all service jacket (ASJ) and have a conductivity of at least 0.27 Btu - in / (h - ft² - F). Domestic hot water is supplied by existing electric storage tank water heaters. All new domestic water isolation valves will be bronze, two piece, full-port ball type valves with stainless steel trim. All new components within the domestic water system will be lead free. Trap primer supply will be through electronic trap primer valves located in ceilings, chases, mechanical spaces, or behind access panels as space requires. All plumbing piping and equipment will be seismically braced per the 2021 International Building Code and the current version of ASCE-7.

SANITARY AND GREASE WASTE SYSTEMS

The waste system will be designed, sized and installed per the 2021 Uniform Plumbing Code. A 4" sanitary sewer service is currently anticipated to serve the project area of the building. All sanitary waste piping will be service weight no-hub cast iron pipe and fittings that conform to CSIP1 301 and ASTM A888 with heavy duty no-hub couplings the conform to CISPI 310, ASTM C 1277, ASTM C 1540 and FM 1680 Class 1. All sanitary vent piping will be PVC pipe and solvent weld-fittings that conform to the requirements of ASTM F 1784. Waste from the kitchen space required to route through a grease interceptor will be treated through a new exterior central grease and solids waste interceptor or multiple undercounter grease and solids interceptors. All other wastewater will connect to new sanitary piping which will connect to the existing sanitary waste system. Floor sinks will be cast iron with acid resistant coating, aluminum strainer and bronze frame and 3/4 grate. Floor sinks will be provided in mechanical spaces and all other spaces requiring indirect drainage from fixtures and equipment.

- Assume 3 new floor sinks for options 1&2
- Assume 4 new floor sinks for option 3

All plumbing piping and equipment will be seismically braced per the 2021 International Building Code and the current version of ASCE-7.



E. MEP DESIGN NARRATIVE

E.3 PLUMBING SYSTEMS

STORM DRAINAGE SYSTEMS

It is not anticipated that any work will occur to the storm drainage system for any of the remodel options.

PROPANE SYSTEMS

The existing propane gas piping will be modified to serve new kitchen and HVAC equipment within the project scope. The overall size of the propane tank system and associated components should be evaluated further during the design phase to understand extent of modifications needed. New propane piping within the building will be schedule 40 steel with threaded joints and fittings. Piping will be provided with isolation ball valves for system section isolation.

All plumbing piping and equipment will be seismically braced per the 2021 International Building Code and the current version of ASCE-7.

FIRE PROTECTION

The building is currently served by a wet fire sprinkler system. The existing system shall be modified for the new floor plan. A new Ansul fire suppression system will be provided as part of the new Type I exhaust hood.

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E. MEP DESIGN NARRATIVE

E.4 ELECTRICAL SYSTEMS

EXISTING SYSTEMS OVERVIEW

The facility is served by a 1200A – 480V, 3-phase electrical service which appears to be in good working order. Please note: No testing was performed on any of the above equipment during this site inspection. Therefore, working conditions and code requirements are not verified.

Lighting systems throughout the facility vary from original fixtures to somewhat newer fixtures where light fixture replacements have taken place. Most fixtures appear to have replacement LED bulbs. Control systems include local switching. Emergency lighting is present.

There is an existing fire alarm control panel serving the building. It appears in good working condition. Fire alarm is present throughout most of the facility. The system appears to be operational but was not tested as part of this report.

No security system, video surveillance or access controls were observed.

ELECTRICAL SERVICE AND DISTRIBUTION

The main electrical service will remain as-is.

The main switchboard will feed a new 200A kitchen panel which will be relocated to the storage room to the east, just outside of the kitchen space. A new feeder will need to be provided. Depending on additional kitchen equipment loads, the panel may need to be up sized. This will be coordinated throughout the design process. All existing kitchen circuits to remain will need to be rerouted to the new kitchen panel location. All new panels shall be designed with a minimum of 25% spare capacity for future loads. Surge protection devices (SPDs) will be provided on branch circuit panels.

New make-up air unit and exhaust fans that are replacing existing, will be re-fed. New feeders, conduit and circuit breakers will need to be provided.

Locations for power connections, outlets, and equipment will be carefully coordinated with all other disciplines. Convenience outlets will be located within all spaces for easy access.

NOTE: In Option 3, the cooler/freezer swap will require new conduit and wiring.

WIRING METHODS AND DEVICES

All conductors shall be copper. Minimum wire size shall be #12 AWG. All above ground wiring shall be installed in the EMT raceway, except for flexible connections to lighting fixtures, motors, and select kitchen equipment. All underground wiring shall be installed in SCH80 PVC conduit. All conduits and raceways shall have separate grounding conductors.

Code requires that all 120 volt, single phase, 15 amp and 20 amp receptacles be GFCI protected and readily accessible. Some receptacles were observed to not be in compliance with new code requirements. All receptacles will be replaced with GFCI receptacle or protected by a GFCI breaker where not readily accessible.



E. MEP DESIGN NARRATIVE

E.4 ELECTRICAL SYSTEMS

LIGHTING SYSTEMS OVERVIEW

Lighting systems will use Light Emitting Diode (LED) sources. The fixtures will operate at 120 volt. Visual comfort will be a priority in the lighting design of all spaces. Specialty lighting will be used where required. Detailed analysis of the lighting system performance will be conducted in all spaces. Lighting system performance in all spaces will meet the recommendations of the Illumination Engineering Society of North America (IESNA). Fixture selections and layouts will be coordinated with architectural and interior design elements. Automatic lighting controls, such as occupancy sensors and daylight harvesting, will be used where required by the current adopted version of the International Energy Conservation Code.

LIGHTING FOR KITCHEN

The recommended lighting level for a commercial kitchen is 50–100 foot-candles. The kitchen will contain new higher-output LED light fixtures that are easy to clean. Lighting levels and fixture types will also meet Health Department and Code requirements. Manual switching will be used for controls.

EMERGENCY LIGHTING AND POWER

Emergency lighting will be provided by battery units integrated into the light fixtures or wall-mounted emergency lighting units. A lighting inverter system may be needed to provide emergency power to lighting fixtures that are difficult to reach or maintain. Need for this will be evaluated during the design process.

FIRE ALARM SYSTEM

The existing fire alarm system will remain intact and devices will be added or relocated, as needed.



F. PRELIMINARY OPINIONS OF COSTS

This section outlines the total project budget estimate for renovation options 1, 2, and 3 for the Madison Valley Manor Kitchen. It is based on current understandings, rural construction conditions, and a potential construction start in 2027. The intent is to support County-level review, facility planning, and early funding strategy development.

KEY ASSUMPTIONS AND METHODOLOGY

Project Type	Renovation Options
Rural Cost Premium	+12% to base hard construction costs due to remote location, labor travel, housing, freight, and limited subcontractor market
Soft Costs	15% of hard construction costs
FF&E + Technology	12.6% of hard construction costs (12% standard + 0.6% rural logistics premium)
Design/Construction Contingency	10% of hard construction costs
Construction Start Year	2027 (escalated forward 1 year at 5% per year)
Exclusions	Land acquisition, off-site utility upgrades, long-term owner staff training, operating reserves, and financing/legal carry costs

KEY ASSUMPTIONS AND METHODOLOGY

Hard construction includes building components from site development to structural systems (as required for additions), interiors, and mechanical/electrical/plumbing (MEP) infrastructure as needed for renovation and the small entry additions described in Options 2 and 3. These costs are itemized by category, with base unit rates that reflect complexity and equipment integration.

For comparison sake, a new kitchen building constructed and attached to Madison Valley Manor would likely be approximately \$600 - 700 a sq. ft., not including all new equipment. The existing kitchen space would then also have to be renovated.

Note: Rural uplift accounts for labor travel/housing, material freight, equipment storage, and limited sub bidding.

SOFT COSTS

Soft costs are non-construction professional services and indirect expenses needed to deliver the project.

Includes:

- Architectural and engineering design (all disciplines)
- Permitting, plan review, environmental testing (if necessary)
- Construction administration & third-party inspection
- Legal, insurance, and bonding
- Owner's representative (if desired), commissioning agent
- Early operational planning and transition consulting (if desired)
- Public engagement and donor materials (if desired)

FURNITURE, FIXTURES AND EQUIPMENT (FFE)

Covers moveable kitchen and non-medical systems:

Includes:

- Network systems: server racks, access control, Wi-Fi
- General Kitchen equipment and support items
- Freight, receiving, and installation logistics in a rural environment



DESIGN / CONSTRUCTION CONTINGENCY

The Design/Construction Contingency is a critical component of the overall project budget. It is intended to address the inherent uncertainties and changes that often arise throughout the design, bidding, and construction phases—especially in complex healthcare / kitchen environments and rural construction settings.

This 15% contingency is based on industry standards for healthcare projects in early design phases and provides a flexible reserve to cover the following:

- Design Refinements and Clarifications
 - o Minor adjustments to plans and specifications during schematic, design development, or construction documentation phases
 - o Revisions due to code interpretations, changing AHJ (Authority Having Jurisdiction) requirements, or changes in healthcare regulations
- Unforeseen Conditions
 - o Subsurface surprises (soil instability, rock, groundwater - applicable for new addition areas)
 - o Unanticipated utility conflicts or environmental mitigation needs
 - o Conditions uncovered during early site work or excavation
- Owner-Initiated Scope Changes
 - o Requests made after design is underway or during construction
 - o Room re-configurations, added amenities, upgraded finishes, or changes to technology infrastructure
- Market & Bid Volatility
 - o Coverage for unexpected increases in subcontractor pricing between cost estimates and actual bidding
 - o Protection against local labor shortages or material cost fluctuations not captured by escalation alone
- Construction Coordination Conflicts
 - o MEP system routing adjustments based on as-built conditions or field conflicts
 - o Schedule-related impacts (e.g., weather delays, coordination with utility providers)
- Small Enhancements
 - o Value-added elements identified during design or construction that support long-term operational efficiency or patient experience
 - o Examples: Adding door operators, reconfiguring storage space, upgrading casework materials, etc.

INFLATION ESCALATION FOR PLANNING PURPOSES

Construction costs are assumed to escalate at 5% annually, for one year (2026 to 2027). This is consistent with industry forecasts given material volatility and rural contractor availability.

RISK CONSIDERATIONS

- Scope Growth: Design is still pre-schematic; the contingency provides a buffer, but scope clarity in future design phases (Schematic Design & Design Development) is critical.
- Market Conditions: If multiple large projects are competing for labor in 2027 costs could escalate beyond 5%.
- Procurement Method: A General Contractor/Construction Manager (GC/CM) approach may mitigate risk through early contractor input and cost control.

DETAILED COST ESTIMATES FOR OPTIONS (SEE FOLLOWING PAGE)

The following spreadsheet provides a full breakdown of the cost estimate used to develop the project budget for the three options presented in this study. It includes detailed line items by category, rural cost adjustments, soft costs, FF&E and technology allowances, contingency reserves, and escalation through the anticipated 2027 construction start. This data supports transparency in budgeting and provides a foundation for future funding, design, and procurement decisions.



F. PRELIMINARY OPINIONS OF COSTS**

	LIGHT TOUCH		EXTENSIVE		COMPREHENSIVE	
	LOW	HIGH	LOW	HIGH	LOW	HIGH
DIRECT CONSTRUCTION COSTS						
01-GENERAL REQUIREMENTS*	\$185,521	\$213,349	\$216,441	\$248,908	\$278,282	\$320,024
02-EXISTING CONDITIONS	\$29,680	\$34,132	\$47,700	\$54,855	\$58,300	\$67,045
03-CONCRETE	\$7,500	\$8,625	\$36,570	\$42,056	\$36,570	\$42,056
04-MASONRY	NOT ANTICIPATED					
05-METALS	NOT ANTICIPATED					
06-WOOD, PLASTICS	\$31,482	\$36,204	\$55,205	\$63,486	\$55,205	\$63,486
07-THERMAL & MOISTURE PROTECTION	\$8,500	\$9,775	\$39,432	\$45,347	\$39,432	\$45,347
08-OPENINGS	\$6,500	\$7,475	\$12,500	\$14,375	\$12,500	\$14,375
09-FINISHES	\$133,083	\$153,045	\$133,083	\$153,045	\$133,083	\$153,045
10-SPECIALTIES	\$5,500	\$6,325	\$6,500	\$7,475	\$8,500	\$9,775
11-KITCHEN EQUIPMENT	\$114,000	\$131,100	\$139,600	\$160,540	\$389,250	\$447,638
12-FURNISHINGS	NOT ANTICIPATED					
13-SPECIAL CONSTRUCTION	NOT ANTICIPATED		\$24,000	\$27,600	\$39,000	\$44,850
21-FIRE SUPPRESSION	\$6,996	\$8,045	\$7,886	\$9,069	\$7,886	\$9,069
22-PLUMBING	\$39,353	\$45,255	\$69,960	\$80,454	\$103,509	\$119,035
23-HVAC	\$39,353	\$45,255	\$74,333	\$85,482	\$98,580	\$113,367
26-ELECTRICAL	\$34,980	\$40,227	\$52,470	\$60,341	\$69,006	\$79,357
27-COMMUNICATIONS	NOT ANTICIPATED					
28-ELECTRONIC SAFETY & SECURITY	NOT ANTICIPATED					
31-EARTHWORK	NOT ANTICIPATED					
32-EXTERIOR IMPROVEMENTS	NOT ANTICIPATED					
33-UTILITIES	NOT ANTICIPATED					
CONSTRUCTION SUBTOTAL	\$642,447	\$738,814	\$915,680	\$1,053,032	\$1,329,103	\$1,528,468
OWNER SOFT COSTS						
ARCHITECTURAL & ENGINEERING	\$63,300	\$72,795	\$118,560	\$136,344	\$146,200	\$168,130
GCCM PRE-CONSTRUCTION	\$10,000	\$11,500	\$10,000	\$11,500	\$10,000	\$11,500
CIVIL ENGINEERING			\$63,000.00	\$72,450.00	\$63,000	\$72,450
GEOTECHNICAL	NOT ANTICIPATED		\$8,000.00	\$9,200.00	\$8,000	\$9,200
SURVEY			\$5,000.00	\$5,750.00	\$5,000	\$5,750
ENVIRONMENTAL TESTING	\$7,500	\$8,625	\$7,500	\$8,625	\$7,500	\$8,625
ENVIRONMENTAL REMEDIATION	\$17,500	\$20,125	\$17,500	\$20,125	\$17,500	\$20,125
SPECIAL INSPECTIONS	NOT ANTICIPATED		\$3,500.00	\$4,025.00	\$3,500	\$4,025
PERMITS & REVIEW FEE	\$10,000	\$11,500	\$10,000	\$11,500	\$15,000	\$17,250
LEGAL & PROCUREMENT	NOT INCLUDED					
SUBTOTAL	\$108,300	\$124,545	\$243,060	\$279,519	\$275,700	\$317,055
OWNER OPERATIONAL						
TEMP FOOD SERVICE	NOT INCLUDED					
TEMPORARY UTILITIES	NOT INCLUDED					
TEMPORARY REFRIGERATION	NOT INCLUDED					
STAFF OVERTIME	NOT INCLUDED					
SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CONTINGENCIES & ESCALATION						
CONSTRUCTION CONTINGENCY	\$64,245	\$73,881	\$91,568	\$105,303	\$132,910	\$152,847
DESIGN CONTINGENCY	\$32,122	\$36,941	\$45,784	\$52,652	\$66,455	\$76,423
2027 INFLATION	\$25,698	\$29,553	\$36,627	\$42,121	\$53,164	\$61,139
SUBTOTAL	\$122,065	\$140,375	\$173,979	\$200,076	\$252,530	\$290,409
TOTAL PRELIMINARY PROJECT	\$872,812	\$1,003,734	\$1,332,719	\$1,532,627	\$1,857,333	\$2,135,932

** OPINIONS OF COST DO NOT INCLUDE BONDING, PREVAILING WAGES, OR BUY AMERICAN BUILD AMERICAN COSTS AS THEY ARE TO BE DETERMINED BY THE FUNDING SOURCE(S).

* INCLUDING BUILDERS RISK INSURANCE

***THE COSTS OUTLINED ABOVE ARE TO BE USED FOR PRELIMINARY BUDGETING PURPOSES ONLY. CONSTRUCTION AND PROJECT COSTS WILL VARY ACCORDING TO MATERIAL AND LABOR SHORTAGES AND OTHER UNFORESEEN EVENTS. A&E + SMA DESIGN RECOMMENDS CLIENTS PLAN ON THE HIGH END OF THE PRELIMINARY COST RANGES.

THE COSTS ARE BASED ON ASSUMPTIONS OF ELEMENTS NOT ENTIRELY DEFINED AT THE TIME OF DEVELOPING THIS OPINION. THE ASSUMPTIONS MADE AND USED FOR THIS OPINION OF COST WERE DERIVED BY PRELIMINARY PLANNING EFFORTS AND COLLABORATION WITH STAKEHOLDERS.



G. APPENDIX

G.1 PRELIMINARY ARCHITECTURE REPORT (SEPARATE ATTACHMENT)

See attached Preliminary Architectural Report following the Montana Department of Commerce Community Development Block Grant (CDBG) Public Facilities outline. This report was completed in 2019 and was submitted for funding; however due to pandemic conditions, only the new exterior walk in cooler / freezer and generator were able to be implemented.

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*Stronger together,
by design.*



END OF STUDY

Afton Tickets Partnership Agreement

The Afton Service Agreement is entered into by and between between Afton Tickets, Inc. (“Afton”, “we”, or “us”) and _____ (“Client”, “you”, or “your”) consists of the Specifications below and Afton’s Terms and Conditions (“Agreement”). This Agreement is subject to review and revision by Afton at any point prior to commencement date of the specified term. The "effective date" of this agreement is defined latest date signed by the parties.

Confidentiality

Client shall keep this Agreement, its contents and terms, and all related proposals, offers and materials (“Confidential Materials”) strictly confidential, and shall not disclose or distribute these Confidential Materials to any other party, or permit others to do so, except to the extent reasonably required for proper business purposes to your employees, public and gov forum, attorneys, or agents (and provided that you require anyone to whom disclosure is permitted to honor this confidentiality provision) and except as may be required by law. This provision shall not apply to any materials which are publicly available through no fault of yours. This confidentiality provision shall be binding upon you and your permitted successors and assigns and shall survive the expiration of this Agreement.

The parties agree as follows:

These Specifications are subject to the Terms and Conditions, which are incorporated into and form part of this Agreement. Capitalized words in the Specifications have the same meanings as those in the Terms and Conditions unless defined otherwise in the Specifications. If these Specifications are inconsistent or conflict with the Terms and Conditions, the Terms and Conditions will supersede unless stated otherwise in the Specifications.

Please note that the Terms and Conditions contain an arbitration clause and class action waiver. By agreeing to this Agreement, including the Terms and Conditions, you agree to resolve all disputes through binding individual arbitration, which means that you waive any right to have those disputes decided by a judge or jury, and that you waive your right to participate in class actions, class arbitrations, or representative actions. **Terms and Conditions:** <https://aftontickets.com/clienttos>

Notwithstanding any provision of the Terms and Conditions to the contrary, any reference to Oregon as the governing jurisdiction, venue for mediation, arbitration, or court proceedings shall be replaced with Montana. Any mediation, arbitration, or court proceedings arising under these Terms shall therefore take place in the State of Montana and be governed by the laws of Montana.

Referral Partnership Payouts

Afton agrees to pay the Referrer a payout equal to **10% of Afton's net profits** from any qualified referral that results in a signed agreement with Afton Tickets. Referral payouts will apply to net profits earned during the first twelve (12) months of the referred client's contract, regardless of contract length or structure. In all cases, referral payouts are capped at \$2,000 per event. Referral payments will not apply to contract renewals, extensions, or any subsequent agreements with the same client.

Referral Payout Requirements

To be eligible for a referral payout, the Referrer must introduce the referred event organizer via email to an Afton representative at jared@aftontickets.com ensuring a written and time-stamped record of the introduction is created. Any event organizers who are current or past Afton clients, or who are already in contact with Afton prior to the referral, will be excluded from eligibility.

EVENT INFO	
EVENT(s) NAME:	Madison Country Fairgrounds (Fair and Rodeo)

1. TERM

Initial Term: Begins on the Effective Date and ends 36 months from the date of the next ticket sold on the Afton Tickets platform after this agreement is signed by both parties. Client has a 1-year opt-out clause from the first ticket sold.

The term of this Agreement begins on the Effective Date (date of signing) and is an exclusive agreement. If Client rents out a 3rd party facility that has an existing exclusive contractual agreement with a different ticket company, Client will make best efforts to convince that facility to allow Afton Tickets to be used for Client's event. If facility cannot allow that, Client will notify Afton in writing and an exception can be made on a case by case basis. This Agreement will automatically renew for successive additional 1-year terms after initial Term (each, a **"Renewal Term"** and together with the Initial Term, the **"Term"**) unless either Party provides Notice to the other Party of its intention not to renew this Agreement during the 30-day period immediately before the end of the then-current

1. TERM

Term. Organizer agrees to begin listing tickets or registrations for sale on the Afton System as soon as practicable following the Effective Date. Under this agreement, client agrees to exclusivity and that all tickets will be sold on the Afton Tickets platform.

During the Term and for a period of six (6) months after the Term, prior to entering into negotiations with any person or entity other than Afton Tickets with respect to ticketing services following the Term, Client shall first notify Afton Tickets that Client would like to negotiate an agreement for such ticketing services. During the thirty (30)-day period after Afton Tickets receives such notice, Client shall negotiate in good faith exclusively with Afton Tickets the terms of an agreement relating to the ticketing services (“First Negotiation Right”). If, by the expiration of such thirty (30)-day period, no agreement is reached with Afton Tickets, Client may negotiate with other persons or entities for the ticketing services but may not enter into an agreement therefor with any person or entity other than Afton Tickets unless Client first: (i) notifies Afton Tickets in writing of all material terms of the proposed agreement pursuant to which such ticketing services are to be granted, and the identities of all proposed parties to such agreement, and provide Afton Tickets with a writing containing such material terms signed by the proposal from the third party (“Third-Party Offer”).

Force of Nature Provision

If any events are unable to be held during this agreement's term length due to a force of nature event, such as COVID-19, weather, or similar, there will be no financial penalty to the Client and the Agreement Term will be extended for those canceled events until they are rescheduled on the Afton platform.

Afton will deliver clean equipment and Client may sanitize any provided equipment by following Afton’s instructions. Afton cannot and does not guarantee that the equipment is fully sterile and disclaims any associated liability. Client acknowledges and agrees that it waives, releases, and discharges Afton and its directors, officers, owners, employees, and agents from any claim or liability of any kind, now known or later discovered, arising out of use of the equipment. This Agreement applies to any claim even if caused by negligence.

2. FEE TABLE PRICING:

SERVICE FEE TYPE	TICKET FACE VALUE	BASE AFTON SERVICE FEE	PLUS AFTON FEE % OF FACE VALUE
ONLINE SALES: DISCOUNTED AFTON SERVICE FEES			
Admission & Add-On Items	\$0	\$0	0.00%
Admission & Add-On Items	\$0.01 to \$5.00	\$1.00	0.00%

Admission & Add-On Items	\$5.01 to \$289.99	\$1.29	3.00%
Admission & Add-On Items	\$290 or Greater	MAX AFTON SERVICE FEE CAP OF \$9.99	0.00%
IN-PERSON BOX OFFICE: DISCOUNTED AFTON SERVICE FEES			
Admission and Add On Items	\$0	\$0	0.00%
Admission	\$0.01 to \$5.00	\$0.50	0.00%
Admission	\$5.01 to \$34.99	\$1.00	0.00%
Admission	\$35.00 or Greater	\$2.00	0.00%
Non-Admission (Add-on Items)	\$0.01 or Greater	\$0.00	4.90%
Parking/Camping	\$0.01 to \$19.99	\$1.00	0.00%
Parking/Camping	\$20.00 or Greater	\$2.00	0.00%

*Card processing is in addition to Afton's fee and client can choose to pass this onto the customer or absorb it. See "Card Processing" section below for details.

Pre-Printed Physical Tickets

Afton can provide pre-printed physical hard tickets to client upon request, with at least 10 days prior written notice. There is no Afton Service Fee on \$0.00 face value comp hard tickets, but there is a \$0.20 per ticket for printing/handling fee + shipping costs billed to Client. Pre-printed tickets sold for a face value of \$0.01 or greater will have an Afton Service Fee equal to the discounted box office fee associated with its price tier that can be passed onto the purchaser, and will not include a printing/handling fee.

OPTIONAL ADD-ONS AT ANYTIME

Client can choose any of these optional add-ons at anytime:

1. Full White Label Ticket Purchase: + \$0.29 per online ticket passed to purchaser

Afton’s white label feature replaces the Afton Tickets logo with your company logo throughout the entire online ticket purchase process and replaces the Afton Tickets logo for online tickets with your logo.

- Yes, turn on for \$0.29 per ticket passed to Online Ticket Purchasers only
- No, I do not want this add-on for my account

2. Additional Anti-Fraud Protection: + \$0.10 per online ticket passed to online purchasers

*Cost to Client: \$0.00 because this \$0.10 is passed onto your online ticket purchasers.

Afton already has built in fraud protection tools. But this optional ADD-ON provides extra protection with AI machine learning provided by Kount, a world leading fraud tool. Kount's real-time machine learning powers automated decisions to stop fraudulent behavior proactively and stay ahead of emerging trends.

TURN ON KOUNT ANTI-FRAUD INTEGRATION FOR YOUR ACCOUNT?

- Yes, turn on for \$0.10 per ticket passed to Online Ticket Purchasers only
- No, I do not want this add-on for my account

ESTIMATED EQUIPMENT

The table below illustrates the rental fees being waived in this agreement. These are estimates, and Client will be provided with more or less equipment dependent upon the true needs of the event, size of the event, and/or number of tickets sold. More equipment can be given at \$0 rental cost for larger events, and equipment may be allocated to client for additional days within reason at no additional rental cost if more events are planned than anticipated.

ESTIMATED EQUIPMENT*	Rental Price	QTY	Est. Days	Subtotal
Laser Scanner Touchscreen Handheld, Laser Gun Scanner, built-in Verizon 5G Wifi Data Plan	\$85.00	15	4	\$5,100.00

Mobile Box Office	\$129.00	20	4	\$10,320.0
Touchscreen Handheld, Stand, Card Reader, Star Micronics Ticket Printer, Built-in Verizon 5G Wifi Data Plan				0

Data Plan for Built-in Wifi to Each Device	\$10.00	26	4	\$1,040.00
Each device has built-in Verizon 5G Wifi Data Plan paid for by Afton Tickets which acts as a backup to Client's primary onsite internet source.				

Subtotal **\$16,460.00**

***Discount** **-\$16,460.00**

Total to Client **\$0.00**

Minimum Sales Requirements for Waived Rental Costs on Equipment

Afton Tickets agrees to provide the equipment necessary for the size of events Clients is producing. However, if expected annual ticket volume falls below 1000 fee baring tickets Per Year then per this agreement the amount of estimated equipment allocated to Client is more than necessary. In this case, Client can choose to rent equipment at a pro-rated rate equivalent to the shortfall of expected annual ticket volume defined above, or Client can ship back some of the extra equipment to Afton Tickets to continue paying \$0 rental fees. This clause is in place to ensure Afton Tickets is not overstocking Client with equipment that is not required for the current size of their events. For events with less than 100 online tickets sold, Client can use the downloadable check-in/will call list or download the Afton app onto the Client's android device. Afton's goal is to provide the equipment needed based on the size of the event, however for events with less than 100 online tickets sold, Afton reserves the right to make the decision on equipment allotment.

Equipment Shipping and Damages

Client to cover any shipping costs related to sending or receiving equipment. Client is responsible for Afton equipment as soon as the mail carrier verifies a successful delivery via the tracking number. Client is responsible for any lost or damaged equipment at the current market replacement cost of the lost or damaged equipment. If after the mail carrier has verified it a successful delivery via the

tracking number, if any equipment is lost or stolen, the Client will be billed. Afton will bill Client for any lost or damaged equipment and will take the replacement/repair amount out of the funds due to Client or will invoice client. Equipment shall be returned at Afton's request within 3 business days, when applicable, if long periods arise where Client has no events that require Afton's equipment. At Afton's discretion, a late charge on equipment may be charged to Client at \$10 per day, per item.

Afton Account Manager

Afton will provide an Account Manager to the Client. Your Account Manager will have defined in-office hours. Client agrees to communicate with their account manager during their defined in-office hours. For emergency situations, and for day-of event emergencies, you can contact your account manager outside of defined office hours. Client agrees to be respectful of their account manager's time on evenings and weekends if it's not an emergency situation. Account Manager responsibilities include equipment training, client portal training, and assisting on Afton platform related questions. At Afton's discretion, we reserve the right to redefine your account managers time allocation if your account manager is having to spend an unreasonable amount of hours on your account, which will be based on your ticket sales volume. Your Account Manager can build your first event for you, with an option to also help build out some of your events in emergency situations. However, Client is ultimately responsible for managing their events and for any edits to the event after your account manager has created the event for you. The intention is not for your account manager to completely manage your created events and make every edit on your behalf. If your account manager builds an event for you, all event information is required in order to build your event. Once all required information is received, the following timeline expectations are as follows (though turnaround time may be quicker): 3 business days for a GA event, 7 business days for a reserved seat map event, 7 business days for an event series containing more than 6 events.

Client Responsibilities: Afton Client Portal & Day-Of Event

Client is responsible for ensuring that at least 1 of their team members attend a client portal zoom training and learns how to properly build, edit, and manage their events in the Afton client portal within 7-10 business days of the 1st event on sale. Client or at least 1 team member needs to become proficient on the Afton Tickets client portal. Client is responsible for any actions, mistakes or errors made by Client's team members on event build, edit, or creation. Client is required to check, verify, and approve any reserved seat maps built by the Afton team before going on sale.

For day-of event, client is responsible for having at least 1 team member that has completed equipment training with their account manager, and who is proficient at Afton equipment setup, operation, and training Client's onsite cashier and ticket scanning staff, which will be referred to as the Client's box office manager. The Client's box office manager will act as the point person for the Client's team for everything Afton equipment related. If an onsite Afton rep is being provided, the Client's box office manager is still responsible for managing their onsite team and for understanding how to setup, tear down, charge overnight, and use the Afton equipment.

Client agrees to eSign an Afton Onsite Service Agreement prior to any event where an Afton Rep will be onsite, and attend an Onsite Advancing Zoom meeting with their Account Manager at least 2 weeks prior to said event.

Verizon 5G Data Plan Usage Terms

Client agrees to only use Afton's devices and Afton's Verizon 5G data plan for scanning and selling tickets. Afton Tickets is not responsible for delivering sufficient network for onsite operations at Client's events. While Afton provides built-in Verizon 5G to each Afton device as a backup, which can be used as the primary internet source in locations with a strong Verizon signal, Client should always ensure they're providing the primary internet connectivity required to ensure successful box office sales and scanning operations.

Card Processing

Anytime the Client's payment gateway is used, the card processing fee (which is determined by Client and submitted to Afton) can be passed onto the customer during ticket checkout. In this case, the card processing portion paid by the customer will be retained by the Client. In any case where Afton's payment gateway is used, at Afton's discretion and with mutual consent, a 3.00% card processing fee for in-person card transactions, or 3.00% card processing fee + 10 cents per item for online transactions will be retained by Afton. Client can choose to pass card processing onto the customer or absorb it. In a case where Afton's PayPal gateway is used (for Paypal installment payment plans, or paypal pay now for online transactions, a 4.00% + 10 cents per online item card processing fee will be retained by Afton), and the Client can choose to pass that Paypal processing fee onto the customer or absorb it.

Sales Tax

Client is responsible for calculating and remitting sales tax to their appropriate local, county, city, and/or state. Client is responsible for communicating in writing to Afton if the Afton Sales Tax features should be used, and notifying Afton (i) the sales tax Afton should collect from Purchasers, and (ii) the formula your local, county, city, and/or state requires for sales tax collection (i.e. whether sales tax is calculated based on the face value of the ticket only, and/or on Afton's ticket fee, client rebate, any custom fees, card processing, etc.) If Client does not specify in writing which sales tax settings need to be used, Afton will assume that the Client has chosen to absorb any sales tax owed from the ticket face value price instead of passing sales tax on to the ticket Purchaser. Client must inform Afton in writing if specific Ticket Types or Add-On Items need to have a different sales tax percentage used.

Payouts/Settlement

Client has opted to use their own Stripe.com or Authorize.net merchant gateway in order to receive early ticket fund payouts. When Client's merchant gateway is used, Afton will invoice client for Afton Service Fees owed every month (30 days), or less frequently at Afton's discretion. We will invoice Client for the total Afton Service fees due to us. Afton reserves the right to temporarily use Afton's payment gateway to recoup any client invoices that are more than 15 days late. Any payments to you include any payments required to be made by you to any third-parties, such as publishers or co-writers, and you are responsible for paying such third-parties their share of your revenue. Client is responsible for all refunds and customer chargebacks. Afton fees are not refundable. Client is responsible for all collection or legal fees incurred by Afton and caused by Client's lateness or default of payment.

If by mutual agreement, Afton's merchant gateway is used, all merchant service fees are responsibility of Afton and card processing will be passed to the customer or absorbed by the client and retained by Afton. In this case, amounts are collected by Afton's payment gateway on behalf of Client, after offset of all amounts due Afton (the "Net Receipts"), will be remit to Client. It is the responsibility of the Client to ensure proper payment option and information is selected and submitted to Afton through Client dashboard payee details accessible through hq.aftontickets.com. Client must also sign and submit completed W9 to Afton before any payout can be issued. The Net Receipts with respect to an Event will be paid to Client within 7 business days following conclusion of the Event along with a settlement report provided all necessary documentation and information are retrieved from Client, Event, and staff. If Afton's payment gateway is used, Client does not have an early payout option, payout will occur after the event ends. If Afton's merchant gateway is used, Client is responsible for any chargebacks or merchant gateway costs incurred to Afton by the Client's ticket purchasers. If an event is canceled and Afton agrees to make an exception to our no refunds, no exception policy on Afton Fees, Client agrees to reimburse Afton for the merchant gateway costs for card processing on the original transaction and any costs associated with initiating those refunds of Afton's fee. If Afton has paid out "Net Receipts" to Client and any chargebacks, refunds, or other additional merchant gateway costs are incurred to Afton, Client is obligated to and agrees to reimburse Afton for those incurred expenses.

Agreement Binding on Successors.

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. You agree not to transfer or assign this Agreement or any right or obligation in this Agreement, by operation of law or otherwise, without our prior written consent. Further, you acknowledge that our exclusive right with respect to your ticketing needs and the ticketing needs of your events for the full length of the Term is a material term of this Agreement, and we will be incurring significant time and expense in reliance on receiving the benefit of those exclusive rights. You agree to require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of your business, assets and/or the rights with respect to any your events which would otherwise be covered by this Agreement (including the successor owner of the trademark for such an event) to assume expressly and agree in writing to perform this Agreement in the same manner and to the same extent that you would be required to perform it if no such succession had taken place. Any agreement for the sale or transfer of all or substantially all of your business, assets and/or the rights with respect to any your events which does not so provide shall be void.

Assumptions and Client Obligations

The fees, schedule and deliverables in these Specifications are conditioned upon Client’s fulfillment of this agreement. If Client fails to meet these obligations, the services and Equipment may not function or may function incorrectly.

Execution of a facsimile, scanned or electronically signed copy will have the same force and effect as execution of an original, and a facsimile, scanned or e-signature will be deemed an original and valid signature.

This agreement does not cover rates and terms related to Afton LiveStream. If Interested in streaming, please contact your Afton representative for details.

CLIENT

AFTON TICKETS INC.

Name

Name

Title

Title

Date

Date

DRAFT

RESOLUTION 17-2025

A RESOLUTION PROVIDING FOR SALE AND DISPOSITION OF COUNTY REAL PROPERTY

WHEREAS, Section 7-8-2521, Montana Code Annotated provides a structure whereby county governments adopt policies authorizing the sale and disposition of county real property; and

WHEREAS, Section 7-8-2521, MCA provides that the board of county commissioners shall, after holding a public hearing compliant with Section 7-1-2121, MCA, adopt a resolution providing for sale and disposition of County real property. The resolution must include the following per 7-8-2521, MCA:

“(a) approved locations for sales, including whether sales may be conducted by use of an internet website or other online location;

(b) a requirement that all sale locations be accessible to the public;

(c) types of sales for which public auction is required;

(d) who may conduct a sale or auction;

(e) procedures for issuing permits, leases, or licenses, including:

(i) the terms, conditions, and processes for issuance of permits, leases, and licenses;

(ii) authorization to enter into agreements with entities to which permits, leases, or licenses may be issued;

(iii) a prohibition on a lease being made for an amount less than the amount that would have been collected if taxes on the real property had been levied; and

(iv) the process for authorizing a lessee to place improvements on the property;

(f) how sales will be noticed if the board intends to provide notice in addition to notice by publication as required in 7-1-2121;

(g) how property retained by the county will be administered and maintained; and

(h) any other provision that the board considers to be necessary for the disposition of property in a manner that is in the best interests of the county and its citizens.”

WHEREAS, in adopting the resolution, consideration must be given to multiple-use management; and,

WHEREAS, provisions in the resolution regarding exchanges or donations of real property must comply Section 7-8-2522, MCA;

THEREFORE, BE IT RESOLVED BY THE BOARD OF MADISON COUNTY COMMISSIONERS, that:

1. Locations approved for conducting sales of real property are the Madison County Courthouse or Administrative Building in Virginia City, the location of the real property, or any other location which from time to time may be designated by the County Commission, which may include use of the internet or other online location. All sale locations must be accessible by the public.
2. Subject to Section 7-8-2513, MCA, before the County may sell real property with an estimated value over \$20,000, the County must have such property appraised by a disinterested certified general real estate appraiser to determine the value of the lands for the purpose of the sale, exchange, or lease. The County Commission shall determine at a public meeting whether the estimated value of the subject property exceeds \$20,000.00. If the estimated value cannot be determined accordingly, an appraisal shall be sought. Unless otherwise provided by law, the subject real property may not be sold for less than its appraised value.
3. Sales may be held in any manner deemed suitable and appropriate by the County Commission, including direct and/or private sale, unless any law requires a public auction, in which case the County shall hold a public auction. In any case, the County Commission must hold a public hearing regarding the proposed sale and must provide public notice of such hearing pursuant to Section 7-1-2121, MCA. The County Commission may order any additional notice it deems appropriate.
4. The County Commission or any person (corporeal or non-corporeal) designated by the County Commission may conduct a sale or auction.
5. Pursuant to 7-8-2514, MCA, the County Commission may make reservations in favor of the County which it determines proper, "including but not limited to reserving to the county of any or all oil, gas, or other mineral or royalty interests; sand, gravel, clay, or other material; rights-of-way or easements for roads, utility lines, and other purposes or uses."
6. Property retained by Madison County shall be administered as directed by the County Commission, or as designated by the County Commission, giving due consideration to multiple use management. The County Commission or designated administrative board or department shall govern management of County property by employing the best interests of the public.
7. The County Commission, unless restricted by law, may enter into agreements with any person or entity (corporeal or non-corporeal) to which permits, leases, or licenses may be issued.
8. No lease shall be made for an amount less than that amount which would be collected in taxes if taxes were assessed to the property. This information may be obtained through the Montana Department of Revenue. This clause shall not be applied to permits or licenses.

9. The County Commission may authorize the tenant(s) to make improvements to the property. If improvements are authorized, the lease shall provide for the disposition of the improvements upon termination of the lease. This clause shall not apply to permits or licenses.
10. The County Commission, if in the public interest, may delegate authority to execute leases to another entity or administrative board.
11. No further resolution shall be required to act, but this provision shall not prevent the County Commission from passing resolutions related to the sale or lease of property if it desires.

APPROVED BY THE BOARD OF COMMISSIONERS THIS _ DAY OF ____, 2026.

Ronald E. Nye, Chairman

William A. Todd

Duke W. Gilman

ATTEST: _____

Paula McKenzie
Clerk and Recorder