

Madison County Board of Commissioners Meeting

10:00 am Tuesday, April 7, 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 April 6, 2026 Work Session Meeting
- Minutes for April 7, 2026 Regular Meeting
- Approval of Claims

REPORTS OF COMMITTEES

- None

UNFINISHED BUSINESS

- Master Contract for the Provision of Public Health Services

NEW BUSINESS

- Public Health Vehicle Purchase Request
- Bid Selection for Madison County Courthouse Addition & Renovation
- Fairgrounds - Afton Tickets Contract
- BLR-01-2026 Buildings for Lease or Rent Application (Nephew)
- TRMCC project - Payment Application #5 for Williams Civil Construction \$128,585.63
- TRMCC Change Order #3 for \$3,561.00, Project No. 1-21175 T0#28
- Gravel Crushing Bid Bidding Approval
- Setting the FY26-27 Budget Meeting Dates

ANNOUNCEMENTS AND CALENDARS

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 9, 2026 Weed Board Meeting 1:30 PM Weed Board Office
Apr 13, 2026 Airport Board Meeting 6:00 PM Annex Building Public Meeting Room
Apr 16, 2026 Fair Board Meeting 7:00 PM Fairgrounds
Apr 24, 2026 Housing Advisory Board Meeting 9:00 AM Online Meeting
Apr 27, 2026 Planning Board Meeting 6:00 PM Annex Building Public Meeting Room
May 21, 2026 Safety Committee Meeting 10:00 AM Public Meeting Room

ADJOURNMENT

**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

Present:

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

In attendance:

Ryan Wolter, IT Support Specialist, administered the Webex connection
Heather Thurs, BOC Clerk
Sarah Carlson, Commissioners/Airport Assistant

Attendee List:

Cody Marxer, Planning Director
Trevor Eikenbary, Diamond Construction
David Clark
Darren Brady, PRG Commercial
Alec LeBelle, Jackson Contractor Group
Sherrie High
Dan High
Duncan Hedges, Sheriff
Janet Doornbos, Seniors
Shawna Lutgen, Grant Manager
Kristi Millhouse, Finance
Duncan Hedges, Sheriff
Emilie Saylor, Public Health
Pat Jacobs, Architecture Trio
Colton Lauer, County Attorney
David Buchler, Madison County Attorney
Jennifer Tezak, Human Resources
Susan Hanson, Human Resources
Christine Preece, Nursing Home Administrator
Kacey Smart, Sanitation

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 23, 2026, Work Session

3.2. Minutes for March 24, 2026, Regular Meeting**3.3. Minutes for March 25, 2026, Special Meeting****3.4. Approval of Claims**

RESOLVED: Commissioner Gilman moved to approve the Consent Agenda as read. Motion seconded by Commissioner Todd. For: William Todd, Duke Gilman, Ron Nye. Motion passed.

Comment: None. Discussion: None.

4. Reports of Committees

None

5. Unfinished Business**5.1. Master Contract for the Provision of Public Health Services**

Emilie Saylor, Public Health explained this is the first step in negotiating a ten-year contract with DPHHS. Saylor would like to develop a draft and present the draft to the Commissioners at a later date. Colton Lauer, County Attorney has been involved in discussions and also recommended further review.

RESOLVED: Commissioner Gilman moved to Continue Master Contract for the Provision of Public Health Services. Commissioner Todd seconded the motion. For: Duke Gilman, Ron Nye, William Todd. Motion passed.

Comment: Saylor and Lauer. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman

6. New Business**6.1. Second Reading of Ordinance 3- 2026, An Ordinance Adopting Amended Buildings for Lease or Rent Regulations**

Cody Marxer, Madison County Planning Director presented the Second Reading of Ordinance 3- 2026, an Ordinance Adopting Amended Buildings for Lease or Rent Regulations. Marxer reported there were no public comments received. Ordinance will be effective in 30 days.

RESOLVED: Commissioner Todd moved to approve Ordinance 3- 2026, An Ordinance Adopting Amended Buildings for Lease or Rent Regulations. Motion seconded by Commissioner Gilman. Commissioner Nye voted aye, Commissioner Gilman voted aye, Commissioner Todd voted aye. Motion passed.

Comment: Marxer. Discussion: Commissioner Todd and Commissioner Gilman

6.2. Bid Opening for Madison County Courthouse Addition & Renovation

All bids presented met the requirements to be considered.

Diamond Construction, Inc: \$9,099,000.00 and alternate bid Storm Windows \$67,650.00

Jackson Contractor Group: \$8,605,300.00 and alternate bid Storm Windows \$67,300.00

PRG Commercial, LLC: \$9,680,000.00 and alternate bid Storm Windows \$66,000.00

Markovich Construction, Inc: \$8,795,000.00 and alternate bid Storm Windows \$66,000.00

Oswood Construction: \$9,330,000.00 and alternate bid Storm Windows \$54,000.00

RESOLVED: Commissioner Todd moved to take the bids under advisement and announce an award on April 7, 2026 Regular Commissioners Meeting. Commissioner Gilman seconded the motion. Commissioner Nye voted aye, Commissioner Gilman voted aye, Commissioner Todd voted aye. Motion passed.

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

6.3. Lake Road Bridge Replacement Contractor Award

Logan Williams, Great West Engineering commented Great West Engineering has also reviewed the bids and they recommend awarding the contract to Battle Ridge Builders, Inc. LLC. Shawna Lutgen, Grants Manager presented historical context.

RESOLVED: Commissioner Todd moved to approve Lake Road Bridge Replacement Contractor Award to Battle Ridge Builders, Inc. LLC for \$129,525.00. Motion seconded by Commissioner Gilman. Commissioner Nye voted aye, Commissioner Gilman voted aye, Commissioner Todd voted aye. Motion passed.

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

6.4. MCEP CG 25 050 Seyler Lane Bridge Replacement – Application for Payment #1 \$328,976.22, Order to Contractor to Resume Work, Signature Certification Form

Shawna Lutgen, Grants Manager presented historical context. Logan Williams reported the beams are scheduled to be delivered on-site April 1, 2026.

RESOLVED: Commissioner Todd moved to approve MCEP CG 25 050 Seyler Lane Bridge Replacement – Application for Payment #1 \$328,976.22, Order to Contractor to Resume Work, Signature Certification Form Motion seconded by Commissioner Gilman. Commissioner Nye voted aye, Commissioner Gilman voted aye, Commissioner Todd voted aye. Motion passed.

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

6.5. MCEP Silver Springs Bridge Replacement – Commitment of Contributed Funds

Shawna Lutgen, Grants Manager presented historical context regarding SB536 funding.

RESOLVED: Commissioner Todd moved to approve MCEP Silver Springs Bridge Replacement – Commitment of Contributed Funds. Motion seconded by Commissioner Gilman. Commissioner Nye voted aye, Commissioner Gilman voted aye, Commissioner Todd voted aye. Motion passed.

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

6.6. MVM Kitchen Plan Decision

RESOLVED: Commissioner Todd moved to approve Option two, estimated at \$1,500,000.00. Motion seconded by Commissioner Gilman. Commissioner Nye voted aye, Commissioner Gilman voted aye, Commissioner Todd voted aye. Motion passed.

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

6.7. Fairgrounds Afton Tickets Contract

Technical difficulty prevented Amy Robbins, Fairgrounds Manager from participating.

RESOLVED: Commissioner Todd moved to continue Afton Tickets Contract. Seconded by Commissioner Gilman. Commissioner Nye voted aye, Commissioner Gilman voted aye, Commissioner Todd voted aye. Motion passed.

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

6.8. Construction/ Demolition Permit Application/ Process and or Approval

Colton Lauer, County Attorney provided MCA historical context of the existing ordinance. Kacey Smart, Madison County Sanitation expanded on the historical context regarding the name of the Construction/ Demolition Permit Fee. The current permit is not a building permit, it is a solid waste permit that was passed in 2006.

RESOLVED: Commissioner Todd moved to table indefinitely Construction/ Demolition Permit Application/ Process and or Approval. Motion seconded by Commissioner Gilman. Commissioner Nye voted aye, Commissioner Gilman voted aye, Commissioner Todd voted aye. Motion passed.

Comment: Smart and Lauer. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman

6.9. Senior Meals Contracted Services continuing through April at Virginia City Café

Janet Doornbos, representing Senior Citizen Advisory Board provided historical context regarding an increase in meal services in Virginia City this fiscal year. Doornbos reported the Senior budget has contingency funds sufficient to cover the meals budget shortfall. The Senior Citizens Advisory Board would like to move funds to cover the meals.

RESOLVED: Commissioner Todd moved to approve Senior Meals Contracted Services continuing at Virginia City Café, paying out of the Senior contingency funds. Motion seconded by Commissioner Gilman. Commissioner Nye voted aye, Commissioner Gilman voted aye, Commissioner Todd voted aye. Motion passed.

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

6.10. Setting Hearing Date: Resolution 17-2026, A Resolution Providing for Sale and Disposition of County Real Property

Commissioner Gilman explained we currently do not have a process in place for sale and disposition of county real property. Colton Lauer, County Attorney provided historical context that MCA requires a resolution that describes the process of selling land, personal properties, etc. Commissioner Todd recommended hearings to be held to develop a Resolution Providing for Sale and Disposition of County Real Property.

Commissioner Todd moved to Set a Hearing Date of April 28, 2026 for Resolution 17-2026, A Resolution Providing for Sale and Disposition of County Real Property. Motion seconded by Commissioner Gilman. Commissioner Nye voted aye, Commissioner Gilman voted aye, Commissioner Todd voted aye. Motion passed.

Comment: Marxer and Lauer. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman

Commissioner Todd moved to recess until 12:00 PM. Motion seconded by Commissioner Gilman. Commissioner Nye voted aye, Commissioner Gilman voted aye, Commissioner Todd voted aye. Motion passed. Commissioners recessed at 10:42 AM until 12:00 PM.

Meeting was called back to order at 12:00 PM.

7. 12:00 PM CLOSED SESSION-Employee Relations

The meeting was closed at 12:00 PM.

The meeting was re-opened at 12:43 PM.

No Decisions were made while in closed session.

Adjournment

RESOLVED: Commissioner Todd moved to adjourn the meeting. Motion seconded by Commissioner Gilman. Commissioner Nye voted aye, Commissioner Gilman voted aye, Commissioner Todd voted aye. Motion passed.

With no further discussion, the meeting was adjourned at 12:44 PM.

The upcoming Commission meeting is scheduled for Tuesday, April 7, 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: April 7, 2026

Signed:

Date:.....

Minutes prepared by:

Heather Thurs, BOC Clerk

Attest:

Date:.....

Paula McKenzie, Clerk and Recorder, Madison County

DRAFT

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 hhsopcspb@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. PREVAILING 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

Insert Contract Number;DPHHS Insert Contract Number

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 hhsopcs@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.



Madison County Public Health Department

To: Madison County Board of Commissioners
From: Emilie Saylor, Public Health Director
Date: April 7, 2026
Re: Request for Authorization to Purchase Vehicle for Public Health Department

Request: Madison County Public Health has evaluated options for replacing and/or supplementing the department's vehicle fleet for Fiscal Year 2026. Reliable transportation remains essential to support public health operations across our large rural jurisdiction, including communicable disease response, home visiting, and community outreach. The following vehicles are proposed for consideration based on availability, cost-effectiveness, fuel efficiency, and suitability for year-round travel conditions in Madison County:

- 1. 2023 Honda CR-V EX-L (4-cylinder, ~1.5L)**
This compact SUV offers strong fuel efficiency (approximately 28–34 MPG) and a comfortable interior suited for daily travel and longer-distance trips. It provides adequate cargo space for equipment and supplies while maintaining maneuverability for town and rural use.
- 2. 2024 Subaru Ascent (4-cylinder, 2.4L)**
The Subaru Ascent provides increased passenger capacity (up to 8 passengers) and standard all-wheel drive, making it well-suited for winter driving and transporting staff or community members when needed. It also offers higher horsepower (~260 hp), supporting travel in varied terrain.
- 3. 2024 Toyota Corolla Cross (4-cylinder, 2.0L)**
This smaller crossover offers a balance of affordability and efficiency, making it a cost-conscious option for routine travel. While more compact than the CR-V, it remains practical for staff transportation and light cargo needs.
- 4. 2024 Honda CR-V Hybrid (4-cylinder, 4.0L)**
This compact SUV has a Fully Hybrid Electric (FHEV) engine and estimated fuel efficiency of 40mpg city/34mpg Highway. Cargo space is ample for public health supplies when in the field and hosting events.

(prices, links, photos on following pages)

1. **2023 Honda CR-V EX-L (4-cylinder, ~1.5L)**

\$31,325 per website [2023 Honda CR-V EX-L - Butte MT area Honda dealer near Butte MT – New and Used Honda dealership Helena Bozeman Missoula Montana](#)

Leskovar Honda / Used Vehicles / 2023 / Honda / CR-V / EX-L

2023 Honda CR-V EX-L Available For Sale

\$100 SAVINGS \$31,325 LESKOVAR PRICE

NADA JD Powers Retail: \$31,425
Leskovar Savings: \$100
Leskovar Price: \$31,325

CHECK AVAILABILITY
VALUE YOUR TRADE
GET PRE-APPROVED
SCHEDULE TEST DRIVE

Visit our Store
Leskovar Honda
3766 Harrison Ave.
Butte, MT 59701
Sales: 406-484-8604

3766 Harrison Ave. Butte, MT 59701 406-494-6604

2. **2024 Subaru Ascent (4-cylinder, 2.4L)**

\$35,489 per website [Used 2024 Subaru Ascent For Sale at Butte Subaru | VIN: 4S4WMAUD8R3438404](#)

2024 Subaru Ascent Limited Used

\$35,489 Details

Confirm Availability
Schedule Test Drive
Value Your Trade

Price details
Now \$35,489

Butte Subaru Call 888-461-1353
Location Details We're here to help

406.782.9181

3. **2024 Toyota Corolla Cross (4-cylinder, 2.0L)**

\$27,889 per website [Pre-Owned 2024 Toyota Corolla Cross LE Utility in Bozeman #T2607021 | Ressler Chevrolet](#)

PRE-OWNED 2024 Toyota Corolla Cross LE
VIN: 7MUBAABC3RY19666 STOCK: T2607021

Retail Price \$27,490
Documentation Fee +\$399
RESSLER BEST PRICE \$27,889

FINANCE \$638
13.02% | 60 months | \$0 down
Explore Payment Options


Start Buying Process
Confirm Availability

406.585.2002
8474 Huffine Lane
Bozeman, MT 59718

- 4. **2024 Honda CR-V Hybrid (4-cylinder, 4.0L)**
\$36,500 per website [2024 Honda CR-V Hybrid Sport-L - Butte MT area Honda dealer near Butte MT – New and Used Honda dealership Helena Bozeman Missoula Montana](#)

Leskovar Honda / Used Vehicles / 2024 / Honda / CR-V Hybrid / Sport-L

Confirm Availability



2024 Honda CR-V Hybrid Sport-L Available For Sale

\$575 SAVINGS	\$36,500 LESKOVAR PRICE
NADA JD Powers Retail:	\$37,075
Leskovar Savings:	\$575
Leskovar Price:	\$36,500

THANK YOU for VOTING Us Best of Butte & Beyond

- Best New Dealership
- Best Used Dealership
- Best Auto Body Repair
- Best Auto Glass Repair
- Best Oil Change
- Best Car Salesman - Mike Beckman
- Best Customer Service

2024 Best of Butte

CHECK AVAILABILITY

VALUE YOUR TRADE

GET PRE-APPROVED

SCHEDULE TEST DRIVE

Visit our Store

Leskovar Honda
3766 Harrison Ave.
Butte, MT 59701
Sales: 406-494-6604

3766 Harrison Ave. Butte, MT 59701 406-494-6604

Madison County Courthouse Addition & Renovation BID FORM

CONTRACTOR'S BID ON:

**Madison County Courthouse Addition & Renovation
100 E. Wallace Street
Virginia City, Montana
February 2026**

TO: Madison County Board of Commissioners
Madison County
Virginia City, Montana 59755

FROM: JACKSON CONTRACTOR GROUP Bidder
Company Name

RYLAN OAKLAND Primary
Contact

P.O. Box 967 Address

MISSOULA, MT 59806 City, State Zip

Phone: 406-552-7918 Fax: N/A

Pursuant to notices given, the undersigned proposes to furnish all material and labor, and perform all work necessary to complete the Madison County Courthouse Renovation & Addition, Virginia City, Montana, in accordance with Contract Documents dated **02/18/2026**, prepared by Architecture Trio, PO Box 34, Virginia City, MT 59755, and all Addenda acknowledged herein:

1. BIDDER'S CERTIFICATION

- a. The undersigned Bidder certifies that he/she has examined and fully comprehends the bidding requirements, the Conditions of the Contract, and the requirements and intent of the Bidding Documents.
- b. The undersigned Bidder certifies that he/she has visited the site(s), examined all conditions affecting the Work, and attended the Pre-Bid Meeting held on March 17, 2026.
- c. **The undersigned Bidder certifies that applicable federal and Montana state taxes are included in the Base Bid and the Alternate Proposals.**
- d. The undersigned Bidder recognizes the historical significance of the building and site and certifies that demonstrated historical preservation experience with projects of a similar scope and magnitude is a qualifying requirement of the bid..

2. ADDENDA

a. The undersigned Bidder acknowledges receipt of the following Addenda:

1. Addendum No. 1 Dated 3/9/2026
2. Addendum No. 2 Dated 3/24/2026
3. Addendum No. 3 Dated 3/25/2026
4. Addendum No. _____ Dated _____

3. BASE BID FOR GENERAL CONSTRUCTION:

**Madison County Courthouse Renovation & Addition
100 East Wallace Street
Virginia City, MT 59755**

BASE BID: EIGHT MILLION SIX HUNDRED FIVE THOUSAND THREE HUNDRED 9⁰⁰/100
Dollars

Written amount

(\$ 8,605,300. -)
Numerals

4. ALTERNATE BIDS FOR THE WORK (Refer to Division 1 Section "Alternates" for complete descriptions of each Alternate Bid). State amount to be added to or deducted from the Base Bid, should the specific Alternate Bid be accepted. Indicate by circling appropriate **ADD** or **DEDUCT**.

NOTE: Descriptions below have been summarized. See project documents for full description of alternate scope of work.

01A Storm Windows for windows in original 1875 Courthouse

ADD DEDUCT \$ 67,300. -

5. ACKNOWLEDGMENT

The undersigned Bidder understands that the Owner reserves the right to reject this bid, and that this bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days from the date prescribed for its opening.

6. TIME OF COMPLETION

If awarded this Contract, the undersigned Bidder acknowledges that work of the Base Bid and accepted Alternate Bids shall commence and be completed, including all punchlist items, in accordance with work sequence described in Division 1 Section "Summary." **All work, including accepted alternates and punch-list items, shall be completed no later than December 31, 2027.**

It is anticipated that a NOTICE TO PROCEED and NOTICE OF AWARD will be issued no more than 30 days after the bids are opened. Any proposed changes to the schedule shall be directed to the ARCHITECT. Substantial completion will be two weeks prior to the final completion date.

Liquidated damages of \$1,000 per day will be levied for each day AFTER December 31, 2027 or other date as authorized and extended by the Madison County Board of Commissioners

7. SUBSTITUTIONS

The undersigned Bidder has based his bid upon the materials, products, articles, equipment, brands, manufacturers and processes described in the Bidding Documents or upon approved equivalents. Proof of equivalency of substitutions is the responsibility of the Bidder, but the Architect shall be the sole judge of equivalency. Proposed equivalent substitutions shall be equal in all respects to the requirements of the Bidding Documents, including but not limited to the design, quality, physical size, performance characteristics, strength, previous history of use, and to the method of installation, attachment, or connection to related or adjoining work. Determination of equivalency of proposed substitutions shall be made by the Architect before the bid opening date, as described in paragraph "Substitutions" in the Division 0 Section "Instructions to Bidders."

8. BIDDER STATEMENT

I, the undersigned, am prepared to complete the above mentioned Project, Addenda, and Alternates in the Time Schedule allotted for the stipulated sum(s) indicated.

I, the undersigned, have completed the Bid Bond Requirements, and am prepared to complete the work in accordance with the State of Montana Prevailing Wage Rates, National Park Service, Secretary of the Interior's Standards for Historic Rehabilitation, and local authorities.

9. SIGNATURES

In testimony whereof, the Bidder (A Corporation) has caused this proposal to be signed by its president and secretary and fixed its corporate seal this 25th day of March, 2026.

Corporation Signatures:

By: [Signature]
President

By: [Signature]
Secretary

Corporate Seal

Partnership Signatures:

In testimony whereof, the Bidder (a Partnership) has caused this proposal to be signed by each

partner this _____ day of _____, 2026.

By: _____

Partner

By: _____

Partner

END OF SECTION 004101

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Jackson Contractor Group, Inc.
P.O. Box 967
Missoula, MT 59806

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:

(Name, legal status and address)

Madison County Board of Commissioners Office
111 East Wallace Street, PO Box 278
Virginia City, MT 59755

BOND AMOUNT: Ten Percent of the Total Amount Bid 10%

PROJECT:

(Name, location or address, and Project number, if any)

Madison County Courthouse Addition & Renovation, Virginia City, Montana, Project #25005 Bid Package

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

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of March 2026

(Witness)

Rylan Oakland

(Witness)

Kimberly Hodson, Bond Clerical

Jackson Contractor Group, Inc.

(Contractor as Principal)

(Seal)

(Title) MAN BROSSMAN, VICE PRESIDENT

Liberty Mutual Insurance Company

(Surety)

(Seal)

(Title)

John D. Leaf, Attorney-In-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: 8209966-969551

POWER OF ATTORNEY

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, Amy Steinmetz, Blaine D. Martin, Brooke A. Garness; Casey Caywood; Chris Jermunson; Gary Paladichuk; Jamie M. Roe; Janece L. Wilhelm; Jarren Komac; John D. Leaf, Jon Tierney; Kaye U. Muzzana; Kimberly Hodson; Kristin A. Piccioni; Marsha Hattel; Nathan Oakley; Robert C. Pfennigs; Sharresa Drahos

all of the city of Great Falls state of MT 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 18th day of April, 2023.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of April, 2023 before me personally appeared David M. Carey, 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, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: 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 David M. Carey, 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 5th day of March, 2026.



By: 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.

INTERNAL FINANCIAL STATEMENTS

(Unaudited)

JACKSON CONTRACTOR GROUP, INC.

Year Ended 12/31/2025

Note: Financial statements prepared internally by Jackson Contractor Group, Inc. in accordance with GAAP. Baker Tilly US, LLP performed an annual financial statement review for each of the periods presented.

These statements are to remain confidential and are not to be disclosed or distributed beyond those with decision making authority for the purposes of this proposal.

JACKSON CONTRACTOR GROUP, INC.
BALANCE SHEET
December 31, 2025
(Unaudited)

ASSETS

	12/31/2025
CURRENT ASSETS	
Cash & cash equivalents	\$ 12,671,519
Certificates of deposit	1,521,441
Accounts receivable	20,666,809
Contract Assets	3,059,791
Other current assets	1,686,691
Total current assets	39,606,251
TOTAL PROPERTY AND EQUIPMENT, Net	10,889,382
OTHER ASSETS	1,352,949
	\$ 51,848,582

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES	
Accounts payable	\$ 17,313,822
Notes payable, current portion	1,410,569
Contract Liabilities	4,975,163
Other current liabilities	2,903,015
Total current liabilities	26,602,569
LONG-TERM LIABILITIES	
Notes payable: Bldg, less current portion	749,369
Notes payable: Related, less current portion	6,727,566
Right of use liability: long-term	18,010
Total Long-Term liabilities	7,494,945
Total liabilities	34,097,514
STOCKHOLDERS' EQUITY	
Common stock	976,384
Treasury Stock	(2,169,416)
Additional Paid-In Capital	733,906
Retained earnings	24,955,408
Notes Receivable: Stockholders	(6,745,214)
Total stockholders' equity	17,751,068
	\$ 51,848,582

JACKSON CONTRACTOR GROUP, INC.
STATEMENT OF INCOME
for the 12 months ended 12/31/2025
(Unaudited)

	<u>12/31/2025</u>
CONTRACT REVENUES	144,976,358
COST OF REVENUE	<u>135,953,052</u>
GROSS PROFIT	9,023,306
GAIN ON SALE OF PP&E	225,960
INCOME /(LOSS) FROM JOINT VENTURE	2,524
OPERATING EXPENSES	<u>8,554,217</u>
INCOME FROM OPERATIONS	697,573
OTHER INCOME (EXPENSE)	
Interest and dividend income	1,159,430
Other Income/(Expense)	50,157
Interest expense	<u>(297,075)</u>
Total other income, net	<u>912,512</u>
NET INCOME	<u>1,610,085</u>

Madison County Courthouse Addition & Renovation BID FORM

CONTRACTOR'S BID ON:

**Madison County Courthouse Addition & Renovation
100 E. Wallace Street
Virginia City, Montana
February 2026**

TO: Madison County Board of Commissioners
Madison County
Virginia City, Montana 59755

FROM: Markovich Construction, Inc. Bidder
Company Name

Cory Markovich Primary
Contact

2827 Lexington Ave Address

Butte, MT 59701 City, State Zip

Phone: 406-494-3901 Fax: 406-494-1989

Pursuant to notices given, the undersigned proposes to furnish all material and labor, and perform all work necessary to complete the Madison County Courthouse Renovation & Addition, Virginia City, Montana, in accordance with Contract Documents dated **02/18/2026**, prepared by Architecture Trio, PO Box 34, Virginia City, MT 59755, and all Addenda acknowledged herein:

1. BIDDER'S CERTIFICATION

- a. The undersigned Bidder certifies that he/she has examined and fully comprehends the bidding requirements, the Conditions of the Contract, and the requirements and intent of the Bidding Documents.
- b. The undersigned Bidder certifies that he/she has visited the site(s), examined all conditions affecting the Work, and attended the Pre-Bid Meeting held on March 17, 2026.
- c. **The undersigned Bidder certifies that applicable federal and Montana state taxes are included in the Base Bid and the Alternate Proposals.**
- d. The undersigned Bidder recognizes the historical significance of the building and site and certifies that demonstrated historical preservation experience with projects of a similar scope and magnitude is a qualifying requirement of the bid..

2. ADDENDA

a. The undersigned Bidder acknowledges receipt of the following Addenda:

- | | | | |
|----|-----------------------|-------|----------------|
| 1. | Addendum No. <u>1</u> | Dated | <u>3-9-26</u> |
| 2. | Addendum No. <u>2</u> | Dated | <u>3-24-26</u> |
| 3. | Addendum No. <u>3</u> | Dated | <u>3-25-26</u> |
| 4. | Addendum No. _____ | Dated | _____ |

3. BASE BID FOR GENERAL CONSTRUCTION:

**Madison County Courthouse Renovation & Addition
100 East Wallace Street
Virginia City, MT 59755**

BASE BID: Eight million seven hundred ninety five thousand
Dollars

Written amount

(\$ 8,795,000)
Numerals

4. ALTERNATE BIDS FOR THE WORK (Refer to Division 1 Section "Alternates" for complete descriptions of each Alternate Bid). State amount to be added to or deducted from the Base Bid, should the specific Alternate Bid be accepted. Indicate by circling appropriate **ADD** or **DEDUCT**.

NOTE: Descriptions below have been summarized. See project documents for full description of alternate scope of work.

01A Storm Windows for windows in original 1875 Courthouse

ADD DEDUCT \$ 66,000

5. ACKNOWLEDGMENT

The undersigned Bidder understands that the Owner reserves the right to reject this bid, and that this bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days from the date prescribed for its opening.

6. TIME OF COMPLETION

If awarded this Contract, the undersigned Bidder acknowledges that work of the Base Bid and accepted Alternate Bids shall commence and be completed, including all punchlist items, in accordance with work sequence described in Division 1 Section "Summary." **All work, including accepted alternates and punch-list items, shall be completed no later than December 31, 2027.**

It is anticipated that a NOTICE TO PROCEED and NOTICE OF AWARD will be issued no more than 30 days after the bids are opened. Any proposed changes to the schedule shall be directed to the ARCHITECT. Substantial completion will be two weeks prior to the final completion date.

Liquidated damages of \$1,000 per day will be levied for each day AFTER December 31, 2027 or other date as authorized and extended by the Madison County Board of Commissioners

7. SUBSTITUTIONS

The undersigned Bidder has based his bid upon the materials, products, articles, equipment, brands, manufacturers and processes described in the Bidding Documents or upon approved equivalents. Proof of equivalency of substitutions is the responsibility of the Bidder, but the Architect shall be the sole judge of equivalency. Proposed equivalent substitutions shall be equal in all respects to the requirements of the Bidding Documents, including but not limited to the design, quality, physical size, performance characteristics, strength, previous history of use, and to the method of installation, attachment, or connection to related or adjoining work. Determination of equivalency of proposed substitutions shall be made by the Architect before the bid opening date, as described in paragraph "Substitutions" in the Division 0 Section "Instructions to Bidders."

8. BIDDER STATEMENT

I, the undersigned, am prepared to complete the above mentioned Project, Addenda, and Alternates in the Time Schedule allotted for the stipulated sum(s) indicated.

I, the undersigned, have completed the Bid Bond Requirements, and am prepared to complete the work in accordance with the State of Montana Prevailing Wage Rates, National Park Service, Secretary of the Interior's Standards for Historic Rehabilitation, and local authorities.

9. SIGNATURES

In testimony whereof, the Bidder (A Corporation) has caused this proposal to be signed by its president and secretary and fixed its corporate seal this 25th day of March, 2026.

Corporation Signatures:

By: [Signature]
President

By: [Signature]
Secretary

Corporate Seal

Partnership Signatures:

In testimony whereof, the Bidder (a Partnership) has caused this proposal to be signed by each

partner this _____ day of _____, 2026.

By: _____
Partner

By: _____
Partner

END OF SECTION 004101

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # MC033126

KNOW ALL MEN BY THESE PRESENTS, that we **MARKOVICH CONSTRUCTION, INC.**

2827 Lexington Ave , Butte, MT 59701

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and **Merchants National Bonding, Inc.**

PO Box 14498 , Des Moines, IA 50306-3498

(Here insert full name, and address or legal title of Surety)

a corporation duly organized under the laws of the State of **IA**

as Surety, hereinafter called the Surety, are held and firmly bound unto

Madison County

103 W. Wallace Street, Virginia City, MT 59755

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

Ten Percent of Amount Bid----- Dollars (**\$ 10.00%**),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Madison County Courthouse Renovation & Addition

(Here insert full name, address and description of project)

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 and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, 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 **31st** day of **March 2026**




(Witness)

MARKOVICH CONSTRUCTION, INC.
(Principal) (Seal)


(Title)



(Witness)

Merchants National Bonding, Inc.
(Surety) (Seal)


(Title)
Timothy G. Lightbourne, Attorney-in-Fact

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."

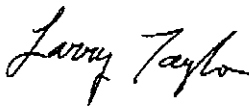
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts 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 
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.




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 31st day of March, 2026




Secretary



March 30, 2026

Madison County Board of Commissioners
Madison County, Montana
Project #25005
111 East Wallace Street
P.O. Box 278
Virginia City, MT 59755

Dear Members of the Madison County Board of Commissioners,

In support of our bid for the Madison County Courthouse Addition and Renovation Project, we are pleased to provide a summary of the financial condition of Markovich Construction, Inc.

Markovich Construction maintains a strong financial foundation, including positive working capital, solid net worth, and consistent operating performance. In addition, we actively monitor key construction industry financial metrics, including a healthy current ratio and consistent profitability margins. Our bonding capacity further supports our ability to successfully deliver projects of this size and complexity.

Markovich Construction's revenue history for the past 3-years:

- **2025:** \$20,759,647
- **2024:** \$25,115,364
- **2023:** \$21,879,674

Markovich Construction has an exceptional relationship with Cogswell Insurance Agency, LLC, which has provided our bonds for over ten years. Enclosed is a letter from our Bond Manager, Timothy G. Lightbourn, confirming our surety capacity, summarized below:

- **Single Bond: \$20,000,000+**
- **Aggregate Bond: \$30,000,000+**
- **Combined Federal Treasury Limit: \$83,209,000**

We have successfully completed projects of comparable scope and complexity and maintain the financial resources necessary to support both ongoing and future commitments. Our backlog is well-balanced, and we maintain disciplined project cost controls and cash flow management practices across all active projects.

We are willing to provide additional financial details, including specific ratios, audited financial statements, and surety information, upon request and subject to appropriate confidentiality provisions and a non-disclosure agreement.

Thank you for your consideration.

Respectfully,

A handwritten signature in blue ink, appearing to read "Corey Markovich", is written over the typed name.

Corey Markovich
President
Markovich Construction



March 25, 2026

Madison County
103 Wallace Street
Virginia City, MT 59755

Re: Madison County Courthouse Renovation & Addition

On behalf of Cogswell Insurance Agency, LLC and Merchants National Bonding Company, I am pleased to provide you with the following information regarding the surety program of Markovich Construction Company.

It is a privilege for Cogswell and Merchants National Bonding Company to provide bonds for Markovich Construction Company for over 10 years. We are the exclusive source for all Markovich's bonding. They are one of the premier contractors in Montana. We have the utmost confidence in their ability to provide General Contractor Services for the Madison County Courthouse Renovation & Addition Project. We consider Markovich Construction Company one of our outstanding and most valued clients in whom we have the highest confidence. Throughout the years, the company, in our opinion, remained properly financed, well equipped and capably managed.

Merchants National Bonding Company, the surety for Markovich's account, routinely provides surety credit for Markovich Construction Company on individual projects up to \$20,000,000+. We presently support an aggregate work program of approximately \$30,000,000+. There is sufficient bond capacity to include this potential \$9,000,000 project. Merchants National Bonding Company carries an A.M. Best rating of A+ (Excellent) with a Financial Size Category (FSC) of IX. Their combined Federal Treasury limit is \$83,209,000.

We are prepared to provide the required bonds up to 100% of the contract price on Markovich Construction Company's behalf at the time a mutually acceptable contract between Markovich and Madison County.

If you have any questions or need additional information, please contact me at 1-800-735-6753 or by email at tim.lightbourne@cogswellinsurance.com.

Sincerely,

Timothy G. Lightbourne
Bond Manager
Attorney-in-Fact, Merchants National Bonding Company

800 9th Street South Great Falls, Montana 59405
406.761.5000

cogswellinsurance.com

Madison County Courthouse Addition & Renovation BID FORM

CONTRACTOR'S BID ON:

Madison County Courthouse Addition & Renovation
100 E. Wallace Street
Virginia City, Montana
February 2026

TO: Madison County Board of Commissioners
Madison County
Virginia City, Montana 59755

FROM: Diamond Construction Inc. Bidder
Company Name

Jason Moyer, President, jmoyer@diamondconstruction.com Primary
Contact

2905 N. Montana, Ste. 200, Po Box 5987 Address

Helena, MT 59601 City, State Zip

Phone: 406-443-3373 Fax: 406-442-2450

Pursuant to notices given, the undersigned proposes to furnish all material and labor, and perform all work necessary to complete the Madison County Courthouse Renovation & Addition, Virginia City, Montana, in accordance with Contract Documents dated **02/18/2026**, prepared by Architecture Trio, PO Box 34, Virginia City, MT 59755, and all Addenda acknowledged herein:

1. BIDDER'S CERTIFICATION

- a. The undersigned Bidder certifies that he/she has examined and fully comprehends the bidding requirements, the Conditions of the Contract, and the requirements and intent of the Bidding Documents.
- b. The undersigned Bidder certifies that he/she has visited the site(s), examined all conditions affecting the Work, and attended the Pre-Bid Meeting held on March 17, 2026.
- c. The undersigned Bidder certifies that applicable federal and Montana state taxes are included in the Base Bid and the Alternate Proposals.
- d. The undersigned Bidder recognizes the historical significance of the building and site and certifies that demonstrated historical preservation experience with projects of a similar scope and magnitude is a qualifying requirement of the bid..

2. ADDENDA

a. The undersigned Bidder acknowledges receipt of the following Addenda:

- 1. Addendum No. 1 Dated 3/9/26
- 2. Addendum No. 2 Dated 3/24/26
- 3. Addendum No. 3 Dated 3/25/26
- 4. Addendum No. Dated

3. BASE BID FOR GENERAL CONSTRUCTION:

Madison County Courthouse Renovation & Addition
100 East Wallace Street
Virginia City, MT 59755

BASE BID: Nine Million ninety-nine thousand ^{no/100}
Dollars
Written amount
(\$ 9,099,000.00)
Numerals

4. ALTERNATE BIDS FOR THE WORK (Refer to Division 1 Section "Alternates" for complete descriptions of each Alternate Bid). State amount to be added to or deducted from the Base Bid, should the specific Alternate Bid be accepted. Indicate by circling appropriate **ADD** or **DEDUCT**.

NOTE: Descriptions below have been summarized. See project documents for full description of alternate scope of work.

01A Storm Windows for windows in original 1875 Courthouse
 ADD DEDUCT \$ 67,650.00

5. ACKNOWLEDGMENT

The undersigned Bidder understands that the Owner reserves the right to reject this bid, and that this bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days from the date prescribed for its opening.

6. TIME OF COMPLETION

If awarded this Contract, the undersigned Bidder acknowledges that work of the Base Bid and accepted Alternate Bids shall commence and be completed, including all punchlist items, in accordance with work sequence described in Division 1 Section "Summary." **All work, including accepted alternates and punch-list items, shall be completed no later than December 31, 2027.**

It is anticipated that a NOTICE TO PROCEED and NOTICE OF AWARD will be issued no more than 30 days after the bids are opened. Any proposed changes to the schedule shall be directed to the ARCHITECT. Substantial completion will be two weeks prior to the final completion date.

Liquidated damages of \$1,000 per day will be levied for each day AFTER December 31, 2027 or other date as authorized and extended by the Madison County Board of Commissioners

7. SUBSTITUTIONS

The undersigned Bidder has based his bid upon the materials, products, articles, equipment, brands, manufacturers and processes described in the Bidding Documents or upon approved equivalents. Proof of equivalency of substitutions is the responsibility of the Bidder, but the Architect shall be the sole judge of equivalency. Proposed equivalent substitutions shall be equal in all respects to the requirements of the Bidding Documents, including but not limited to the design, quality, physical size, performance characteristics, strength, previous history of use, and to the method of installation, attachment, or connection to related or adjoining work. Determination of equivalency of proposed substitutions shall be made by the Architect before the bid opening date, as described in paragraph "Substitutions" in the Division 0 Section "Instructions to Bidders."

8. BIDDER STATEMENT

I, the undersigned, am prepared to complete the above mentioned Project, Addenda, and Alternates in the Time Schedule allotted for the stipulated sum(s) indicated.

I, the undersigned, have completed the Bid Bond Requirements, and am prepared to complete the work in accordance with the State of Montana Prevailing Wage Rates, National Park Service, Secretary of the Interior's Standards for Historic Rehabilitation, and local authorities.

9. SIGNATURES

In testimony whereof, the Bidder (A Corporation) has caused this proposal to be signed by its president and secretary and fixed its corporate seal this 31st day of March, 2026.

Corporation Signatures:

By: [Signature]
President Jason Moyer

By: [Signature]
Secretary Nicole Aldrich

Corporate Seal

Partnership Signatures:

In testimony whereof, the Bidder (a Partnership) has caused this proposal to be signed by each

partner this _____ day of _____, 2026.

By: _____

Partner

By: _____

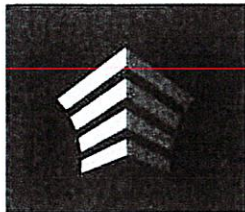
Partner

END OF SECTION 004101

DIAMOND CONSTRUCTION, INC.
REVIEWED FINANCIAL STATEMENTS
October 31, 2025 and 2024

DRAFT

Arnie J. Byrnes
3-11-2026



AMATICS
CPA GROUP

**DIAMOND CONSTRUCTION, INC.
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AMATICS

AMATICS CPA GROUP
1000 N. WASHINGTON AVENUE, SUITE 100
HELENA, MONTANA 59601

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Shareholders
Diamond Construction, Inc.
Helena, Montana

We have reviewed the accompanying financial statements of Diamond Construction, Inc. (a Montana Corporation), which comprise the balance sheets as of October 31, 2025 and 2024, and the related statements of income and retained earnings and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Diamond Construction, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our reviews.

Accountants' Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplemental Information

The accompanying supplemental information included in Schedules 1, 2, 3, and 4 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplemental information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplemental information. We have not audited the supplemental information and do not express an opinion on such information.

Amatics CPA Group

Bozeman, Montana
February 18, 2026



AmaticsCPA.com

**DIAMOND CONSTRUCTION, INC.
BALANCE SHEETS**

	October 31	
	2025	2024
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 2,237,489	\$ 2,758,451
Contracts receivable	3,539,959	2,684,515
Retainage receivable	552,805	530,837
Gross receipts tax receivable	253,929	250,917
Dividend refund	-	21,967
Inventory	12,177	12,177
Costs and estimated earnings in excess of billings	351,524	1,033,270
Prepaid expenses and advances	35,962	42,470
Total current assets	6,983,845	7,334,604
PROPERTY AND EQUIPMENT		
Office equipment	93,044	46,757
Trucks and vehicles	245,462	245,462
Construction equipment	1,847,598	1,837,571
	2,186,104	2,129,790
Less: accumulated depreciation	(1,520,311)	(1,394,525)
Total property and equipment	665,793	735,265
OTHER ASSETS		
Cash value of officer's life insurance	499,221	463,554
Deferred income tax benefit	-	32,800
Right-of-use assets	1,710,709	1,761,556
Total other assets	2,209,930	2,257,910
Total assets	\$ 9,859,568	\$ 10,327,779

See the accompanying independent accountants' review report.

DIAMOND CONSTRUCTION, INC.
BALANCE SHEETS (Continued)

	October 31	
	2025	2024
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable and accrued liabilities	\$ 2,525,763	\$ 2,145,214
Billings in excess of costs and estimated earnings	1,339,957	2,155,041
Current portion of lease liabilities	268,972	213,907
Current portion notes payable	95,116	91,951
Total current liabilities	4,229,808	4,606,113
LONG-TERM LIABILITIES		
Lease liabilities, net of current portion	1,441,738	1,547,650
Notes payable, net of current portion	136,460	231,566
Deferred income tax liability	50,000	-
Total long-term liabilities	1,628,198	1,779,216
Total liabilities	5,858,006	6,385,329
SHAREHOLDERS' EQUITY		
Common stock, no par value; 10,000 shares authorized; 3,284 shares issued and outstanding	247,500	247,500
Additional paid-in capital	577,040	577,040
Retained earnings	3,177,022	3,117,910
Total shareholders' equity	4,001,562	3,942,450
Total liabilities and shareholders' equity	\$ 9,859,568	\$ 10,327,779

See the accompanying independent accountants' review report.

DIAMOND CONSTRUCTION, INC.
STATEMENTS OF INCOME AND RETAINED EARNINGS

	Years ended October 31	
	2025	2024
REVENUE		
Contract revenues	\$ 15,635,089	\$ 19,448,011
Cost of revenues	<u>14,080,019</u>	<u>18,252,912</u>
Gross profit	<u>1,555,070</u>	<u>1,195,099</u>
 OPERATING EXPENSES		
Advertising and promotion	22,230	26,490
Bad debts	479	-
Bank charges	75	2,300
Contributions	850	1,510
Dues and subscriptions	6,073	3,764
Employee benefits	234,890	184,081
Employee education expenses	29,645	35,152
Estimating	139,637	159,292
Janitorial	7,200	6,643
Legal and accounting	29,531	31,996
Office expense	305,729	168,659
Office salaries and overhead	434,265	332,525
Rent expense	192,264	191,349
Telephone	30,098	25,318
Travel and entertainment	579	292
Total operating expenses	<u>1,433,545</u>	<u>1,169,371</u>
 NET INCOME FROM OPERATIONS	<u>121,525</u>	<u>25,728</u>
 OTHER INCOME (EXPENSE)		
Gain on disposal of property and equipment	1,500	40,603
Miscellaneous income	127,151	68,800
Interest expense	<u>(17,708)</u>	<u>(20,834)</u>
Total other income (expense)	<u>110,943</u>	<u>88,569</u>
 INCOME BEFORE PROVISION FOR INCOME TAXES	232,468	114,297
 PROVISION FOR INCOME TAX BENEFIT (EXPENSE)	<u>(173,350)</u>	<u>80,524</u>
 NET INCOME	59,112	194,821
 Retained earnings, beginning of year	<u>3,117,910</u>	<u>2,923,089</u>
 RETAINED EARNINGS, END OF YEAR	<u>\$ 3,177,022</u>	<u>\$ 3,117,910</u>

See the accompanying independent accountants' review report.

DIAMOND CONSTRUCTION, INC.
STATEMENTS OF CASH FLOWS

	Years ended October 31	
	2025	2024
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 59,112	\$ 194,821
Adjustments to reconcile net income to net cash provided (used) by operating activities:		
Depreciation	125,786	140,816
Gain on disposal of fixed assets	(1,500)	(40,603)
Provision for deferred income taxes	82,800	(83,100)
(Increase) decrease in contract receivables	(855,444)	1,914,690
(Increase) decrease in retainage receivables	(21,968)	351,839
(Increase) decrease in gross receipts tax receivable	(3,012)	(79,759)
(Increase) decrease in dividend refund	21,967	(21,966)
(Increase) decrease in prepaid expenses and advances	6,508	(3,345)
(Increase) decrease in costs in excess of billings	681,746	779,764
Increase (decrease) in accounts payable	380,549	(1,453,499)
Increase (decrease) in billing in excess of earnings	(815,084)	411,502
	<u>(338,540)</u>	<u>2,111,160</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of equipment	1,500	92,100
Purchases of equipment	(56,314)	(17,428)
Change in cash value of officer's life insurance	(35,667)	(34,590)
	<u>(90,481)</u>	<u>40,082</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on debt	(91,941)	(93,343)
	<u>(91,941)</u>	<u>(93,343)</u>
NET CHANGE IN CASH AND CASH EQUIVALENTS	(520,962)	2,057,899
Cash and cash equivalents, beginning of year	<u>2,758,451</u>	<u>700,552</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 2,237,489</u>	<u>\$ 2,758,451</u>
Supplemental disclosures of cash flow information		
Non-cash transactions:		
Equipment purchased with use of debt	\$ -	\$ 54,497
Increase (decrease) in deferred income tax liability	\$ 50,000	\$ (50,300)
Increase (decrease) in deferred income tax benefit	\$ (32,800)	\$ 32,800
Right-of-use assets obtained in exchange for lease liabilities	\$ 203,060	\$ 183,872
Interest paid	\$ 17,708	\$ 20,834
Income taxes paid	\$ 92,560	\$ 50

See the accompanying independent accountants' review report.

DIAMOND CONSTRUCTION, INC.
NOTES TO FINANCIAL STATEMENTS
October 31, 2025 and 2024

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of Diamond Construction, Inc. (the Company) is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management, which are responsible for their integrity and objectivity.

Company's Activities and Operating Cycle

Diamond Construction, Inc. (the Company), is engaged in construction, including design builds, general contractor services, and bid builds. The Company is located in Helena, Montana. The Company's work is performed primarily under fixed price contracts, modified fixed price contracts, and miscellaneous contracts based on labor, equipment, rates and materials. The lengths of the Company's contracts vary, but are typically completed within one year.

Method of Accounting

The accompanying financial statements have been prepared utilizing the accrual method of accounting in accordance with accounting principles generally accepted in the United States of America.

Revenue from Contracts with Customers

Revenues from fixed-price and modified fixed price construction contracts are recognized over time. Progress toward completion is measured by the percentage of cost incurred to date, to estimated total costs for each contract. That method is used because management considers total cost to be the best available measure of progress on the contracts. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change significantly within the near term.

Performance Obligations

The Company constructs commercial and residential buildings. Contracts are fixed price contracts, modified fixed price contracts, and miscellaneous contracts based on labor, equipment, rates, and materials. The payment terms and conditions in customer contracts vary. The construction of a commercial or residential building is a single performance obligation that is satisfied over time.

Payment is typically due over time in installments, based on project expenditures incurred as specified in the contract, with the final payment due at the time the building is completed and ready for occupancy and the customer accepts the property.

The contract asset, "Costs and estimated earnings in excess of billings on uncompleted contracts," represents revenue recognized in excess of amounts billed. The contract liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized.

DIAMOND CONSTRUCTION, INC.
NOTES TO FINANCIAL STATEMENTS
October 31, 2025 and 2024

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cost Recognition

Contract costs include all direct materials and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, depreciation, and interest costs. General and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period for which such losses are determined. Changes in job performance, job conditions, and estimated profitability, including those arising from contract penalty provisions, and final contract contract settlements may result in revisions to costs determined. Profit incentives are included in revenues when their realization is reasonably assumed. An amount equal to contract costs attributable to claims is included in revenues when realization is probably and the amount can be reliably estimated.

Changes in estimated job profitability resulting from variable consideration (such as contract modifications or change orders in which the scope modification has been approved, but the price has not been determined or approved) are accounted for as changes in estimates in the current period, but limited to an amount that will not result in a significant reversal in future period.

Warranties

The Company typically warranties its work for one year after the date of acceptance; in some cases, the Company provides a two year warranty. Warranty costs for both the years ended October 31, 2025 and 2024, were immaterial.

Significant Judgments

The Company provides construction services for residential and commercial customers in the state of Montana. The Company recognizes contract revenue for financial reporting purposes over time. Progress toward completion of Company's contracts is measured by the percentage of cost incurred to date to estimated total costs for each contract. This method is used because management considers total cost to be the best available measure of progress on contracts.

Estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosures of the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates. A significant estimate is the percentage of completion for contracts, which is discussed in Note 1 under Revenue from Contracts with Customers.

DIAMOND CONSTRUCTION, INC.
NOTES TO FINANCIAL STATEMENTS
October 31, 2025 and 2024

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes

Tax expense is comprised of current and deferred tax. Current tax is the expected tax payable or receivable on the taxable income or loss for the year, using tax rates enacted or substantively enacted at the reporting date, and any adjustment to tax payable in respect of previous years. Deferred tax is recognized in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes.

In determining the amount of current and deferred tax the Company takes into account the impact of uncertain tax positions and whether additional taxes and interest may be due. The Company believes that its accruals for tax liabilities are adequate for all open tax years based on its assessment of factors including interpretations of tax law and prior experience.

Cash and Cash Equivalents

For purposes of cash flows, the Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Contract Receivables

Contract receivables are recorded when invoices are issued, and they are stated at the amount the Company expects to collect. The Company maintains allowances for credit losses for estimated losses resulting from the inability of its customers to make required payments. Management considers the following factors when determining the collectability of specific customer accounts: customer credit worthiness, past transaction history with customer, current economic industry trends, forecast of future events, and changes in customer payment terms. Contract receivables are written off when they are determined to be uncollectible. Management considers all accounts to be collectible and, therefore, no allowance for uncollectible accounts is provided. Management believes that the historical loss information it has compiled is a reasonable base on which to determine expected credit losses for trade receivables held at October 31, 2025, because the composition of the trade receivables at that date is consistent with that used in developing the historical credit-loss percentages (i.e., the similar risk characteristics of its customers and its lending practices have not changed significantly over time). Management has determined that the current and reasonable and supportable forecasted economic conditions are similar to the economic conditions included in the historical information.

Inventories

The inventories of the Company are materials to be used in future jobs. Inventories are valued using the first-in, first-out method at the lower of cost or net realizable value. Net realizable value is defined as the estimated selling prices of inventory in the ordinary course of business, less reasonable predictable costs of completion, disposal and transportation.

Advertising

The Company does not use direct response advertising. All advertising costs are expensed as incurred.

DIAMOND CONSTRUCTION, INC.
NOTES TO FINANCIAL STATEMENTS
October 31, 2025 and 2024

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Health Insurance

The Company set up a self-insured captive health insurance program effective January 1, 2025. The Company has accrued claims payable reflecting claims incurred through October 31 and paid after fiscal year end, as well as an estimate of claims incurred through October 31 that had not yet been reported as of the fiscal year end. These claims liabilities are included in accounts payable and accrued liabilities in the balance sheet.

Common Control Leasing Arrangement

Accounting Standards Update (ASU) 2014-07, *Consolidation (Topic 810): Applying Variable Interest Entities Guidance to Common Control Leasing Arrangements*, gives private company lessees the option of not applying variable interest entity (VIE) guidance to a lessor under common control, if the leasing arrangement meets certain criteria. The Company has elected to adopt the accounting alternative and will not apply the VIE guidance to its leasing arrangement with a related party. See Note 7 for information on the leasing arrangement.

Operating Lease Right-of-use Assets and Lease Liabilities

The Company obtains the right to control the use of various assets under long-term agreements. The Company evaluates contracts to determine whether they include a lease, and uses the lessee non-lease component accounting policy election, for all asset classes, to account for the lease and non-lease components separately. Variable lease payments, which are primarily comprised of common area maintenance, utilities, and real estate taxes, are recognized in operating expenses in the period in which the obligation for those payments were incurred. Qualifying leases are recognized on the balance sheet as right-of-use assets with corresponding lease liabilities.

2. CONTRACT RECEIVABLES

Contract receivables as of October 31, 2025, 2024, and 2023 totaled \$3,539,959, \$2,684,515, and \$4,599,205 respectively. Retainage receivables totaled \$552,805, \$530,837, and \$882,676, as of October 31, 2025, 2024, and 2023, respectively. All receivables are expected to be collected within one year.

3. ACCOUNTS PAYABLE

Accounts payable and accrued liabilities as of October 31, 2025 and 2024, totaled \$2,525,763 and \$2,145,214, respectively. Included in total accounts payable is retention payable of \$329,832 and \$334,687 as of October 31, 2025 and 2024, respectively. All accounts payable are expected to be paid within one year.

DIAMOND CONSTRUCTION, INC.
NOTES TO FINANCIAL STATEMENTS
October 31, 2025 and 2024

4. PROPERTY AND EQUIPMENT

Purchased property and equipment are recorded at cost, and property and equipment contributed by shareholders are recorded at fair market value on the date contributed. All property and equipment are being depreciated using the straight line method over the estimated useful lives of ten years.

Expenditures for additions, renewals, and betterments of property and equipment are capitalized. Maintenance and repair costs are allocated to contract costs or expensed as operating costs as incurred. Depreciation expense for the years ended October 31, 2025 and 2024, were \$125,786 and \$140,816, respectively.

5. CONCENTRATIONS

The Company is engaged in construction, including design builds, general contractor services, and bid builds. A substantial majority of the construction projects are with governmental entities and commercial enterprises. A significant reduction in these contracts could affect the Company's operations. The Company does not expect a reduction in these contracts in the near-term. The Company grants credit on some of these sales and generally requires no collateral from its customers. The Company maintains its cash and cash equivalents at one financial institution.

The Company's cash and cash equivalents are insured, up to \$250,000, by the Federal Deposit Insurance Corporation (FDIC). The Company's funds are held in an account that maintains deposits in several other banks so the balances remain under the FDIC limit and are fully insured.

6. COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

Costs and estimated earnings on uncompleted contracts as of October 31, 2025 and 2024 were as follows:

	2025	2024
Costs incurred on uncompleted contracts	\$ 36,118,358	\$ 40,773,907
Estimated earnings	3,010,146	2,503,724
	39,128,504	43,277,631
Less: billings to date	(40,116,937)	(44,399,402)
	\$ (988,433)	\$ (1,121,771)
Included in the accompanying balance sheet under the following captions:		
Costs and estimated earnings in excess of billings	\$ 351,524	\$ 1,033,270
Billings in excess of costs and estimated earnings	(1,339,957)	(2,155,041)
	\$ (988,433)	\$ (1,121,771)

As of October 31, 2023, costs and estimated earnings in excess of billings was \$1,813,034 and billings in excess of costs and estimated earnings was \$1,743,539.

DIAMOND CONSTRUCTION, INC.
NOTES TO FINANCIAL STATEMENTS
October 31, 2025 and 2024

7. LEASES

The Company leases office space under an operating lease with a commencement date of November 1, 2018 and a term of 120 months. The lease includes five one-year renewal options, which the Company expects to exercise and have been included in the lease calculations. This agreement provides for fixed minimum lease payments with no variable components. Lease costs associated with payments on the Company's operating lease were \$192,264 for both fiscal years 2025 and 2024. The Company made \$192,264 of cash payments related to this operating lease in both fiscal years 2025 and 2024.

The Company leases vehicles from Enterprise, under an operating lease with varying commencement dates and varying terms. These leases all fall under the same lease agreement. This agreement provides for fixed minimum lease payments with no material variable components. Lease costs associated with payments on the Company's Enterprise operating leases were \$169,276 \$121,871 for fiscal years 2025 and 2024, respectively. The Company made \$169,276 and \$121,871 of cash payments related to Enterprise operating leases in fiscal year 2025 and 2024, respectively. Noncash activities involving ROU assets obtained in exchange for lease liabilities were \$203,060 and \$183,872 for fiscal years 2025 and 2024, respectively, under this lease agreement.

The following table shows ROU assets and lease liabilities as of October 31, 2025 and 2024:

	<u>2025</u>	<u>2024</u>
Right-of-use assets:		
Operating leases	<u>\$ 1,710,709</u>	<u>\$ 1,761,556</u>
Lease liabilities:		
Operating leases	<u>\$ 1,710,710</u>	<u>\$ 1,761,557</u>

Future lease payments for the years following October 31, 2025 are as follows:

2026	\$ 363,330	
2027	363,330	
2028	332,659	
2029	260,629	
2030	196,050	
Thereafter	<u>576,792</u>	
Total undiscounted liabilities		\$ 2,092,790
Less: imputed interest		<u>(382,080)</u>
Total lease liabilities		1,710,710
Less: current portion		<u>(268,972)</u>
Lease liabilities, net of current portion		<u>\$ 1,441,738</u>

The weighted-average remaining lease term related to the Company's lease liabilities as of October 31, 2025 and 2024, were 80 and 92 months, respectively.

DIAMOND CONSTRUCTION, INC.
NOTES TO FINANCIAL STATEMENTS
October 31, 2025 and 2024

7. LEASES (Continued)

The weighted average discount rate related to the Company's lease liabilities as of October 31, 2025 and 2024, were 4.6% and 4.7%, respectively, based on estimates of the Company's incremental borrowing rate as of the lease commencement date, as the discount rate implicit in the Company's leases cannot be readily determined.

The Company leased retail space on a month-to-month basis from March 2023 through October 2024. The amount expensed under this lease during the year ended October 31, 2024 was \$20,985.

8. LONG-TERM DEBT AND RELATED COLLATERAL

Information with respect to long-term debt as of October 31, 2025 and 2024 was as follows:

	2025	2024
Note payable Opportunity Bank, with a 3.50% interest rate. Monthly installments of \$298 are due with note maturity in December 2024. The note is secured by the server acquired with the loan.	\$ -	\$ 592
Note payable Opportunity Bank, with a 3.50% interest rate. Monthly installments of \$893 are due with note maturity in December 2024. The note is secured by a 2020 Cat Skidsteer.	-	1,779
Note payable Opportunity Bank, with a 6.50% interest rate. Monthly installments of \$5,988 are due with note maturity in March 2028. The note is secured by a 2021 John Deere 210 GLC.	159,593	218,916
Note payable Opportunity Bank, with a 3.50% interest rate. Monthly installments of \$1,015 are due with note maturity in December 2026. The note is secured by a 2021 Dodge Ram 3500.	13,906	25,383
Note payable Opportunity Bank, with a 4.50% interest rate. Monthly installments of \$844 are due with note maturity in July 2027. The note is secured by a 2022 Chevy 1500.	17,011	26,149
Note payable Opportunity Bank, with a 7.50% interest rate. Monthly installments of \$1,092 are due with note maturity in May 2029. The note is secured by a 2015 Genie Forklift.	41,066	50,698
	231,576	323,517
Less: current portion	(95,116)	(91,951)
Long-term debt, net of current portion	\$ 136,460	\$ 231,566

DIAMOND CONSTRUCTION, INC.
NOTES TO FINANCIAL STATEMENTS
October 31, 2025 and 2024

8. LONG-TERM DEBT AND RELATED COLLATERAL (Continued)

Future maturities of long-term debt as of October 31, 2025, are as follows:

2026	\$	95,116	
2027		88,194	
2028		41,504	
2029		6,762	
Total			\$ 231,576

For the years ended October 31, 2025 and 2024 the Company recognized interest expense of \$17,708 and \$20,834, respectively.

9. RELATED PARTY TRANSACTIONS

Bjerke Architects utilizes Diamond Construction's administrative team on an as-needed basis. The majority shareholder of the Company is the spouse of the owner of Bjerke Architects. As the team is needed, the Company bills Bjerke Architects monthly for the time utilizing the administration team. Bjerke Architects is operating in a semi-retirement winding down phase that will last a few years. The Company billed Bjerke Architects \$1,424 and \$3,899 during the years ended October 31, 2025 and 2024, respectively. As of October 31, 2025 and 2024, Bjerke Architects owed the Company \$0 and \$1,717, respectively. Bjerke Architects also acts as a subcontractor and provides professional services for the Company. Bjerke Architects billed the company \$0 for both the years ended October 31, 2025 and 2024, for subcontracting and professional services.

Beginning in fiscal year 2021, Silver City Stone LLC is doing business as Silver City Stone, Cabinetry & Tile which operates the following businesses, Silver City Stone LLC, Silver City Cabinets, and Silver City Cabinets MFG. The majority owner of the Company is the owner of Silver City Stone LLC. The Company billed Silver City Stone, Cabinetry & Tile \$90,735 and \$62,959 during the years ended October 31, 2025 and 2024, respectively. As of October 31, 2025 and 2024, Silver City Stone, Cabinetry & Tile owed the Company \$0 and \$34,005, respectively. Silver City Stone, Cabinetry & Tile also acts as a subcontractor and provides professional services for the Company. Silver City Stone, Cabinetry & Tile billed the Company \$159,697 and \$233,660 during the years ended October 31, 2025 and 2024 for subcontracting and professional services, respectively. As of October 31, 2025 and 2024, the Company owed Silver City Stone, Cabinetry & Tile \$0 and \$3,425, respectively.

The Company acts as the contracted payroll agent for Valley Plaza. The majority shareholder of the Company and the shareholder's spouse are owners of Valley Plaza. The Company billed Valley Plaza \$37,122 and \$13,701 during the years ended October 31, 2025 and 2024, for contracted services, respectively. As of October 31, 2025 and 2024, Valley Plaza owed the Company \$0 and \$12,959, respectively.

DIAMOND CONSTRUCTION, INC.
NOTES TO FINANCIAL STATEMENTS
October 31, 2025 and 2024

9. RELATED PARTY TRANSACTIONS (Continued)

For the years ended October 31, 2025 and 2024, the Company leased office and storage space from its majority shareholder each with varying terms (see Note 7). Total payments made under this lease for both the years ended October 31, 2025 and 2024, were \$192,264.

10. INCOME TAXES

The deferred income tax benefit as of October 31, 2025 and 2024 consists of the tax effects of temporary differences due to net operating loss carryforwards, contractors gross receipt deductions, and from the use of accelerated methods of depreciation for tax purposes.

The deferred projected income tax benefit (liability) in the accompanying balance sheets includes the following amounts as of October 31, 2025 and 2024:

	<u>Federal</u>	<u>State</u>	<u>Total</u>
October 31, 2025	\$ (37,800)	\$ (12,200)	\$ (50,000)
October 31, 2024	\$ 24,800	\$ 8,000	\$ 32,800

The components of income tax expense/(benefit) for the years ended October 31, 2025 and 2024 were as follows:

	<u>2025</u>	<u>2024</u>
Current federal income tax	\$ 39,173	\$ 2,576
Current state income tax	50	-
Prior federal income tax	51,383	-
Current deferred tax provision	<u>82,750</u>	<u>(83,100)</u>
	<u>\$ 173,356</u>	<u>\$ (80,524)</u>

11. BACKLOG

The following schedule summarizes changes in backlog on contracts during the years ended October 31, 2025 and 2024. Backlog represents the amount of revenue the corporation expects to realize from work to be performed on uncompleted contracts in progress at October 31, 2025 and 2024, and from contractual agreements, signed on or before October 31, 2025 and 2024, on which work has not yet begun.

The backlog as of October 31, 2025 and 2024 were as follows:

	<u>2025</u>	<u>2024</u>
Backlog balance, beginning of the year	\$ 11,020,856	\$ 16,465,806
New contracts during the year	<u>16,212,881</u>	<u>14,003,061</u>
	27,233,737	30,468,867
Less: Contract revenue earning during the year	<u>(15,635,089)</u>	<u>(19,448,011)</u>
Backlog balance, end of the year	<u>\$ 11,598,648</u>	<u>\$ 11,020,856</u>

Additionally, the Company had entered into contracts with estimated revenues of \$5,212,450 during the period November 1, 2025 to December 15, 2025.

DIAMOND CONSTRUCTION, INC.
NOTES TO FINANCIAL STATEMENTS
October 31, 2025 and 2024

12. RETIREMENT PLAN

The Company has a profit sharing plan covering all employees who meet the service requirements. Employees may contribute to the plan under a salary reduction arrangement. No discretionary contribution was made for the years ended October 31, 2025 and 2024.

13. CONTINUITY AGREEMENT

The Company and its officers (CEO, President, Vice President of Operations) have entered into a Management Continuity Compensation Agreement to ensure management continuity and provide financial stability for the Corporation and its shareholders. Under the agreement, a contingent liability is calculated annually as the increase in the Company's shareholder equity above a base value of \$2,670,631 (the Company's shareholder equity balance as of October 31, 2020). This base value may only be amended by unanimous written consent of all parties.

The excess equity is allocated as follows: 34% to Jasan Moyer, 33% to Trevor Eikenbary, and 33% to Ardine Bjerke. The shares for Moyer and Eikenbary are accrued in individual reserve funds as contingent liabilities, while Bjerke's share is retained as earnings in the Corporation. Rights to payment for Moyer and Eikenbary vest only upon completion of a ten-year continuity term, which began on February 1, 2022, and ends on February 1, 2032. Payments are to be made over a period of not less than 10 years and not more than 15 years, with balances accruing interest over that period. If an officer is terminated before the end of the continuity term, their accrued share is forfeited and retained as earnings by the Corporation.

The continuity incentive pay as of October 31, 2025 is \$1,330,931 (calculated as ending total shareholder equity of \$4,001,562, less the base starting value of \$2,670,631). This amount is allocated as follows:

	Allocation percentage	Continuity incentive pay	Contingent liability	Remain in shareholder equity
Jasan Moyer	34 %	\$ 452,517	\$ 452,517	\$ -
Trevor Eikenbary	33 %	439,207	439,207	-
Ardine Bjerke	33 %	439,207	-	439,207
	<u>100 %</u>	<u>\$ 1,330,931</u>	<u>\$ 891,724</u>	<u>\$ 439,207</u>

The amount of the continuity incentive pay liability is calculated as \$891,724 as of October 31, 2025. As the continuity incentive pay accrual does not vest until the end of the continuity term, this amount represents a contingent liability to the Company and is not accrued in the accompanying financial statements.

14. SUBSEQUENT EVENTS

Date of Management Evaluation

Management has evaluated subsequent events through February 18, 2026, the date on which the financial statements were available to be issued.

Supplemental Information

DRAFT

DIAMOND CONSTRUCTION, INC.
EARNINGS FROM CONTRACTS
SCHEDULE 1
For the year ended, October 31, 2025

	Revenues Earned	Cost of Revenues Earned	Gross Profit
Contracts Completed during the year	\$ 2,729,035	\$ 1,404,895	\$ 1,324,140
Contracts in Progress at year end	<u>12,906,054</u>	<u>12,708,219</u>	<u>197,835</u>
Subtotal	15,635,089	14,113,114	1,521,975
Unallocated Indirect Costs	<u>-</u>	<u>(33,095)</u>	<u>33,095</u>
Total	<u>\$ 15,635,089</u>	<u>\$ 14,080,019</u>	<u>\$ 1,555,070</u>

Schedule 1 Note:

Unallocated Indirect Costs

Unallocated indirect costs are cost of revenues earned that have not been allocated to a specific job. Unallocated indirect costs include depreciation, property taxes and licenses, vehicle expenses, warranty expense, insurance expense, and leased equipment.

See independent accountants' review report.

DIAMOND CONSTRUCTION, INC.
 CONTRACTS IN PROGRESS
 SCHEDULE 2
 YEAR ENDED - OCTOBER 31, 2025

TOTAL CONTRACT		FROM INCEPTION TO OCTOBER 31, 2025							
Contract	Revenue	Estimated Gross Profit	Revenues Earned	Costs Incurred to Date	Gross Profit Earned	Revenue Billed to Date	Estimated Costs to Complete	Costs in Excess of Billings	Billings in Excess of Cost
All Contracts in Progress	\$ 49,536,694	\$ 3,668,819	\$ 39,128,504	\$ 36,118,358	\$ 3,010,146	\$ 40,116,937	\$ 9,749,517	\$ 381,524	\$ (1,339,957)
BEFORE NOVEMBER 1, 2024									
	Revenue Earned	Costs Incurred to Date	Gross Profit Earned						
All Contracts in Progress	\$ 26,222,450	\$ 23,410,139	\$ 2,812,311						
		Revenue Earned	Costs Incurred to Date	Gross Profit Earned					
		\$ 12,906,054	\$ 12,708,219	\$ 197,835					
DURING THE YEAR ENDING OCTOBER 31, 2025									

DIAMOND CONSTRUCTION, INC.
 CONTRACTS COMPLETED
 SCHEDULE 3
 YEAR ENDED - OCTOBER 31, 2025

Contract	CONTRACT TOTALS			BEFORE NOVEMBER 1, 2024			DURING THE YEAR ENDED OCTOBER 31, 2025		
	Revenues Earned	Cost of Revenues	Gross Profit	Revenues Earned	Cost of Revenues	Gross Profit	Revenues Earned	Cost of Revenues	Gross Profit
All Completed Contracts	\$ 20,905,987	\$ 18,768,662	\$ 2,137,325	\$ 18,176,952	\$ 17,363,767	\$ 813,185	\$ 2,729,035	\$ 1,404,895	\$ 1,324,140

See independent accountants' review report.

**DIAMOND CONSTRUCTION INC.
WORK IN PROGRESS DIAMOND CONSTRUCTIONS, INC.
WORK IN PROGRESS WORKSHEET**

SCHEDULE 4

For the year ended October 31, 2025

CONTRACT #	Description	Total Contract Price & Approvals Change	Total Estimate (ICM) (ICM) Estimated	JTD cost to date as of 10/31/2024	JTD cost incurred from start reported on WIP	Total JTD COST	JTD Billed as of 10/31/2024	JTD Billed as of 10/31/2024	JTD Billed Incurred from last reported on WIP	Total JTD Billed Through 10/31/2024	Gross Profit as reported on last 10/31/2024	Gross Profit JTD through 10/31/2024	Cost In Excess of Billing	Billings in Excess of Cost
		(ANNUAL)	(ANNUAL)	YTD PRIOR YEAR	(ANNUAL)	(ANNUAL)	(ANNUAL)	(ANNUAL)	(ANNUAL)	(YTD)	(YTD)	(YTD)	(YTD)	(YTD)
11-00-001	Debon Project Phase II	12,245.07	12,245.07	12,245.07	12,245.07	12,245.07	12,245.07	12,245.07	12,245.07	12,245.07	12,245.07	12,245.07	12,245.07	12,245.07
11-00-002	177 9th Street	306,195.01	306,195.01	306,195.01	306,195.01	306,195.01	306,195.01	306,195.01	306,195.01	306,195.01	306,195.01	306,195.01	306,195.01	306,195.01
20-00-276	Major Renovation	167,450.90	167,450.90	167,450.90	167,450.90	167,450.90	167,450.90	167,450.90	167,450.90	167,450.90	167,450.90	167,450.90	167,450.90	167,450.90
21-00-288	St. Anne's School of St. Vincent & Thomas	7,276,013.54	7,276,013.54	7,276,013.54	7,276,013.54	7,276,013.54	7,276,013.54	7,276,013.54	7,276,013.54	7,276,013.54	7,276,013.54	7,276,013.54	7,276,013.54	7,276,013.54
21-00-289	Levitt Oval at Belmont	5,093,664.28	5,093,664.28	5,093,664.28	5,093,664.28	5,093,664.28	5,093,664.28	5,093,664.28	5,093,664.28	5,093,664.28	5,093,664.28	5,093,664.28	5,093,664.28	5,093,664.28
21-00-290	Albany Plaza South	2,434.72	2,434.72	2,434.72	2,434.72	2,434.72	2,434.72	2,434.72	2,434.72	2,434.72	2,434.72	2,434.72	2,434.72	2,434.72
21-00-291	Small Projects 2024	13,440.73	13,440.73	13,440.73	13,440.73	13,440.73	13,440.73	13,440.73	13,440.73	13,440.73	13,440.73	13,440.73	13,440.73	13,440.73
21-00-292	Landscape Capital Replacements	1,893,217.33	1,893,217.33	1,893,217.33	1,893,217.33	1,893,217.33	1,893,217.33	1,893,217.33	1,893,217.33	1,893,217.33	1,893,217.33	1,893,217.33	1,893,217.33	1,893,217.33
21-00-293	Water Damages Relevance	1,094,416.54	1,094,416.54	1,094,416.54	1,094,416.54	1,094,416.54	1,094,416.54	1,094,416.54	1,094,416.54	1,094,416.54	1,094,416.54	1,094,416.54	1,094,416.54	1,094,416.54
21-00-294	Various Other Projects	700,000.00	700,000.00	700,000.00	700,000.00	700,000.00	700,000.00	700,000.00	700,000.00	700,000.00	700,000.00	700,000.00	700,000.00	700,000.00
21-00-295	SECST Changeable Projects 2024	48,266.16	48,266.16	48,266.16	48,266.16	48,266.16	48,266.16	48,266.16	48,266.16	48,266.16	48,266.16	48,266.16	48,266.16	48,266.16
21-00-296	Various Other Projects	3,327.72	3,327.72	3,327.72	3,327.72	3,327.72	3,327.72	3,327.72	3,327.72	3,327.72	3,327.72	3,327.72	3,327.72	3,327.72
21-00-297	Other CIVI SCT 2024	13,010.16	13,010.16	13,010.16	13,010.16	13,010.16	13,010.16	13,010.16	13,010.16	13,010.16	13,010.16	13,010.16	13,010.16	13,010.16
21-00-298	Various Other Projects	1,122.00	1,122.00	1,122.00	1,122.00	1,122.00	1,122.00	1,122.00	1,122.00	1,122.00	1,122.00	1,122.00	1,122.00	1,122.00
21-00-299	Various Other Projects	1,365.00	1,365.00	1,365.00	1,365.00	1,365.00	1,365.00	1,365.00	1,365.00	1,365.00	1,365.00	1,365.00	1,365.00	1,365.00
21-00-300	Various Other Projects	91,055.75	91,055.75	91,055.75	91,055.75	91,055.75	91,055.75	91,055.75	91,055.75	91,055.75	91,055.75	91,055.75	91,055.75	91,055.75
21-00-301	Various Other Projects	284,284.00	284,284.00	284,284.00	284,284.00	284,284.00	284,284.00	284,284.00	284,284.00	284,284.00	284,284.00	284,284.00	284,284.00	284,284.00
21-00-302	Various Other Projects	26,100.00	26,100.00	26,100.00	26,100.00	26,100.00	26,100.00	26,100.00	26,100.00	26,100.00	26,100.00	26,100.00	26,100.00	26,100.00
21-00-303	Various Other Projects	19,200.00	19,200.00	19,200.00	19,200.00	19,200.00	19,200.00	19,200.00	19,200.00	19,200.00	19,200.00	19,200.00	19,200.00	19,200.00
21-00-304	Various Other Projects	14,608.00	14,608.00	14,608.00	14,608.00	14,608.00	14,608.00	14,608.00	14,608.00	14,608.00	14,608.00	14,608.00	14,608.00	14,608.00
21-00-305	Various Other Projects	3,251.65	3,251.65	3,251.65	3,251.65	3,251.65	3,251.65	3,251.65	3,251.65	3,251.65	3,251.65	3,251.65	3,251.65	3,251.65
21-00-306	Various Other Projects	66,581.00	66,581.00	66,581.00	66,581.00	66,581.00	66,581.00	66,581.00	66,581.00	66,581.00	66,581.00	66,581.00	66,581.00	66,581.00
21-00-307	Various Other Projects	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00
21-00-308	Various Other Projects	62,747.00	62,747.00	62,747.00	62,747.00	62,747.00	62,747.00	62,747.00	62,747.00	62,747.00	62,747.00	62,747.00	62,747.00	62,747.00
21-00-309	Various Other Projects	354,540.25	354,540.25	354,540.25	354,540.25	354,540.25	354,540.25	354,540.25	354,540.25	354,540.25	354,540.25	354,540.25	354,540.25	354,540.25
21-00-310	Various Other Projects	47,012.00	47,012.00	47,012.00	47,012.00	47,012.00	47,012.00	47,012.00	47,012.00	47,012.00	47,012.00	47,012.00	47,012.00	47,012.00
21-00-311	Various Other Projects	1,047.00	1,047.00	1,047.00	1,047.00	1,047.00	1,047.00	1,047.00	1,047.00	1,047.00	1,047.00	1,047.00	1,047.00	1,047.00
21-00-312	Various Other Projects	63,109.00	63,109.00	63,109.00	63,109.00	63,109.00	63,109.00	63,109.00	63,109.00	63,109.00	63,109.00	63,109.00	63,109.00	63,109.00
21-00-313	Various Other Projects	3,421.16	3,421.16	3,421.16	3,421.16	3,421.16	3,421.16	3,421.16	3,421.16	3,421.16	3,421.16	3,421.16	3,421.16	3,421.16
21-00-314	Various Other Projects	33,010.00	33,010.00	33,010.00	33,010.00	33,010.00	33,010.00	33,010.00	33,010.00	33,010.00	33,010.00	33,010.00	33,010.00	33,010.00
21-00-315	Various Other Projects	14,203.54	14,203.54	14,203.54	14,203.54	14,203.54	14,203.54	14,203.54	14,203.54	14,203.54	14,203.54	14,203.54	14,203.54	14,203.54
21-00-316	Various Other Projects	2,108.15	2,108.15	2,108.15	2,108.15	2,108.15	2,108.15	2,108.15	2,108.15	2,108.15	2,108.15	2,108.15	2,108.15	2,108.15
TOTAL COMPLETED		19,784,211.76	19,784,211.76	19,784,211.76	19,784,211.76	19,784,211.76	19,784,211.76	19,784,211.76	19,784,211.76	19,784,211.76	19,784,211.76	19,784,211.76	19,784,211.76	19,784,211.76

See independent accountant's review report

DIAMOND CONSTRUCTION INC.
WORK IN PROGRESS DIAMOND CONSTRUCTIONS, INC.
WORK IN PROGRESS WORKSHEET

SCHEDULE 4

For the year ended October 31, 2025

CONTRACT #	Description	Total Contract Price & Approved Changes	Total Estimate (OCI's actual cost estimate)	JTD costs reported on last FS of 10/31/2024	JTD cost incurred from last WIP to present date 10/31/2024	Total JTD COST as of 10/31/2025	JTD Billable as reported on last FS of 10/31/2024	JTD billed as reported on last FS of 10/31/2025	Gross Profit as required on last FS WIP of 10/31/2024	Gross Profit Incurred from last reported FS WIP to present date 10/31/2025	Gross Profit JTD as of 10/31/2025	Work in Progress	Cost in Excess of Billing	Billing in Excess of Cost
21-00-2011	Impurities Ref. Mfg	5,107,000.00	5,129,000.00	4,848,276.39	30,723.73	4,889,000.12	5,242,200.75	2,291,692.31	268,710.01	1,927,719.29	10,994.07	2,999,337.72	0.00	244,937.92
22-00-2022	Heap Leach Residue	7,411,293.42	2,809,000.00	2,154,259.83	4,138.78	2,158,418.62	2,331,294.47	2,331,394.07	100,492.24	450,561.17	10,974.07	2,211,248.69	0.00	106,105.49
22-00-2023	Gary Carter Residence	1,000,000.00	1,200,000.00	1,176,920.95	26,079.05	1,203,000.00	1,203,000.00	1,203,000.00	231,105.29	1,136,329.39	39,695.22	1,235,000.00	0.00	128,000.00
22-00-2023	301 N Post	19,720.00	16,150.00	0.00	7,427.84	16,150.00	19,720.00	19,720.00	99.42	3,384.38	3,384.38	30,120.00	0.00	0.00
22-00-2023	Wash Water System Improvements	2,522,232.02	2,600,000.00	2,707,308.72	117,666.28	2,824,975.00	3,452,283.47	4,556,371.02	548,279.58	1,999,654.14	743,943.09	3,812,427.93	0.00	1,141,139.93
22-00-2023	Wash Water System	246,000.00	746,000.00	534,773.80	191,493.59	726,267.39	2,220,411.50	34,104.19	34,104.19	2,254,521.45	211,910.25	246,000.00	0.00	0.00
22-00-2023	Chemicals Business	2,276,232.02	895,000.00	2,172,534.92	92,697.10	2,265,232.02	644,573.31	873,073.31	10,011.01	1,411,156.84	65,558.64	833,073.31	160,000.00	0.00
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05	2,020,000.00	2,026,232.02	0.00	62,711.12
22-00-2023	Wash Water System	2,026,232.02	2,000,000.00	2,140,841.82	85,180.18	2,226,022.00	2,180,869.05	2,226,022.00	45,152.95	1,974,869.05				



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Diamond Construction, Inc.
2905 N. Montana Avenue, Suite 200
Helena, MT 59601

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:

(Name, legal status and address)

Madison County Board of Commissioners Office
111 East Wallace Street, PO Box 278
Virginia City, MT 59755

BOND AMOUNT:

Ten Percent of the Total Amount Bid 10%

PROJECT:

(Name, location or address, and Project number, if any)

Madison County Courthouse Addition & Renovation, Virginia City, Montana, Project #25005 Bid Package

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

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of March 2026

(Witness) Isaac Borreson - Accountant

(Witness) Kimberly Hodson, Bond Clerical

Diamond Construction, Inc.
(Contractor as Principal) (Seal)

(Title) CEO

Liberty Mutual Insurance Company
(Surety) (Seal)

(Title) John D. Leaf, Attorney-In-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



POWER OF ATTORNEY

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

Certificate No: 8215814-969551

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, Amy Steinmetz; Blaine D. Martin; Brooke A. Garness; Casey Caywood; Chris Jermunson; Gary Paladichuk; Jamie M. Roe; Janece L. Wilhelm; Jarren Komac; John D. Leaf; Jon Tierney; Kimberly Hodson; Kristin A. Piccioni; Nathan Oakley; Robert C. Pfenning; Sharresa Drahos

all of the city of Great Falls state of MT 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 20th day of March, 2026.



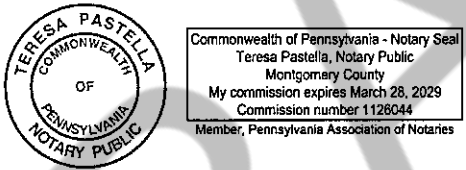
Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of March, 2026 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.



By: Teresa Pastella
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 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 24th day of March, 2026.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

Madison County Courthouse Addition & Renovation BID FORM

CONTRACTOR'S BID ON:

**Madison County Courthouse Addition & Renovation
100 E. Wallace Street
Virginia City, Montana
February 2026**

TO: Madison County Board of Commissioners
Madison County
Virginia City, Montana 59755

FROM: Oswood Construction Company Bidder
Company Name

Douglas R. Oswood Primary
Contact

5000 49th Street SW Address

Great Falls, MT 59404 City, State Zip

Phone: 406-761-1465 Fax: 406-453-9862

Pursuant to notices given, the undersigned proposes to furnish all material and labor, and perform all work necessary to complete the Madison County Courthouse Renovation & Addition, Virginia City, Montana, in accordance with Contract Documents dated **02/18/2026**, prepared by Architecture Trio, PO Box 34, Virginia City, MT 59755, and all Addenda acknowledged herein:

1. BIDDER'S CERTIFICATION

- a. The undersigned Bidder certifies that he/she has examined and fully comprehends the bidding requirements, the Conditions of the Contract, and the requirements and intent of the Bidding Documents.
- b. The undersigned Bidder certifies that he/she has visited the site(s), examined all conditions affecting the Work, and attended the Pre-Bid Meeting held on March 17, 2026.
- c. **The undersigned Bidder certifies that applicable federal and Montana state taxes are included in the Base Bid and the Alternate Proposals.**
- d. The undersigned Bidder recognizes the historical significance of the building and site and certifies that demonstrated historical preservation experience with projects of a similar scope and magnitude is a qualifying requirement of the bid..

2. ADDENDA

a. The undersigned Bidder acknowledges receipt of the following Addenda:

- | | | | |
|----|----------------------------|-------|--------------------|
| 1. | Addendum No. <u> 1 </u> | Dated | <u> 3/9/26 </u> |
| 2. | Addendum No. <u> 2 </u> | Dated | <u> 3/24/26 </u> |
| 3. | Addendum No. <u> 3 </u> | Dated | <u> 3/25/26 </u> |
| 4. | Addendum No. <u> </u> | Dated | <u> </u> |

3. BASE BID FOR GENERAL CONSTRUCTION:

**Madison County Courthouse Renovation & Addition
100 East Wallace Street
Virginia City, MT 59755**

BASE BID: NINE MILLION THREE HUNDRED & THIRTY THOUSAND
Dollars

Written amount

 (\$ 9,330,000.00)
Numerals

4. ALTERNATE BIDS FOR THE WORK (Refer to Division 1 Section "Alternates" for complete descriptions of each Alternate Bid). State amount to be added to or deducted from the Base Bid, should the specific Alternate Bid be accepted. Indicate by circling appropriate **ADD** or **DEDUCT**.

NOTE: Descriptions below have been summarized. See project documents for full description of alternate scope of work.

01A Storm Windows for windows in original 1875 Courthouse

ADD DEDUCT \$ 54,000.00

5. ACKNOWLEDGMENT

The undersigned Bidder understands that the Owner reserves the right to reject this bid, and that this bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days from the date prescribed for its opening.

6. TIME OF COMPLETION

If awarded this Contract, the undersigned Bidder acknowledges that work of the Base Bid and accepted Alternate Bids shall commence and be completed, including all punchlist items, in accordance with work sequence described in Division 1 Section "Summary." **All work, including accepted alternates and punch-list items, shall be completed no later than December 31, 2027.**

It is anticipated that a NOTICE TO PROCEED and NOTICE OF AWARD will be issued no more than 30 days after the bids are opened. Any proposed changes to the schedule shall be directed to the ARCHITECT. Substantial completion will be two weeks prior to the final completion date.

Liquidated damages of \$1,000 per day will be levied for each day AFTER December 31, 2027 or other date as authorized and extended by the Madison County Board of Commissioners

7. SUBSTITUTIONS

The undersigned Bidder has based his bid upon the materials, products, articles, equipment, brands, manufacturers and processes described in the Bidding Documents or upon approved equivalents. Proof of equivalency of substitutions is the responsibility of the Bidder, but the Architect shall be the sole judge of equivalency. Proposed equivalent substitutions shall be equal in all respects to the requirements of the Bidding Documents, including but not limited to the design, quality, physical size, performance characteristics, strength, previous history of use, and to the method of installation, attachment, or connection to related or adjoining work. Determination of equivalency of proposed substitutions shall be made by the Architect before the bid opening date, as described in paragraph "Substitutions" in the Division 0 Section "Instructions to Bidders."

8. BIDDER STATEMENT

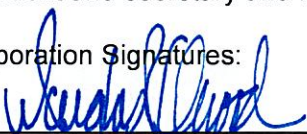
I, the undersigned, am prepared to complete the above mentioned Project, Addenda, and Alternates in the Time Schedule allotted for the stipulated sum(s) indicated.

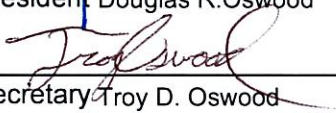
I, the undersigned, have completed the Bid Bond Requirements, and am prepared to complete the work in accordance with the State of Montana Prevailing Wage Rates, National Park Service, Secretary of the Interior's Standards for Historic Rehabilitation, and local authorities.

9. SIGNATURES

In testimony whereof, the Bidder (A Corporation) has caused this proposal to be signed by its president and secretary and fixed its corporate seal this 31 day of March, 2026.

Corporation Signatures:

By: 
President Douglas R. Oswood

By: 
Secretary Troy D. Oswood

Corporate Seal

Partnership Signatures:

In testimony whereof, the Bidder (a Partnership) has caused this proposal to be signed by each

partner this _____ day of _____, 2026.

By: N/A
Partner

By: N/A
Partner

END OF SECTION 004101

DRAFT

[Handwritten signature]

[Handwritten mark]

[Handwritten mark]



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Oswood Construction Company
P.O. Box 3527
Great Falls, MT 59403

SURETY:

(Name, legal status and principal place of business)

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

OWNER:

(Name, legal status and address)

Madison County Board of Commissioners Office
111 East Wallace Street, PO Box 278
Virginia City, MT 59755

BOND AMOUNT: Ten Percent of the Total Amount Bid 10%

PROJECT:

(Name, location or address, and Project number, if any)

Madison County Courthouse Addition & Renovation, Virginia City, Montana, Project #25005 Bid Package

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

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of March 2026


(Witness) Secretary/Treasurer


(Witness) Jarren Komac, Bond Clerical

Oswood Construction Company
(Contractor as Principal) (Seal)


(Title) President

Travelers Casualty and Surety Company of America
(Surety) (Seal)


(Title) John D. Leaf, Attorney-In-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

DRAFT

[Handwritten signature]

[Faint handwritten text]

[Faint handwritten text]



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

POWER OF ATTORNEY

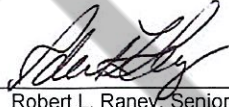
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JOHN D LEAF** of **GREAT FALLS**, **Montana**, 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 **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, 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 **16th** 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.**

Oswood Construction Company

Balance Sheet

December 31, 2025

Assets

Current Assets

10101	Cash in Bank - FIB Operati	\$ 962,358.62	
10102	Cash in Bank - FIB Payroll	6,481.10	
11010	Accounts Rec - Other	250.00	
11011	Accounts Receivable - ERTC	140,785.33	
11030	Interest Receivable - NRO	14,465.34	
12000	Contracts Receivable	226,655.82	
13000	Retainage Receivables	67,116.00	
16040	Prepaid Job Costs	18,820.32	
16100	Travel Advances	<u>900.00</u>	
Total Current Assets			\$ 1,437,832.53

Long Term Assets

17100	Leasehold Improvements	\$ 308,796.00	
17200	Vehicles	234,617.00	
17300	Construction Equipment	594,844.28	
17400	Office Equipment	225,024.95	
17600	Small Tools	17,638.76	
18100	Accum Deprec - Leasehold I	(106,729.00)	
18200	Accum Deprec - Vehicles	(117,628.00)	
18300	Accum Deprec - Const Equip	(444,408.00)	
18400	Accum Deprec - Office Equi	(221,383.01)	
19009	Notes Receivable 2022	<u>58,447.55</u>	
Total Long Term Assets			<u>\$ 549,220.53</u>

Total Assets \$ 1,987,053.06

Oswood Construction Company

Balance Sheet

December 31, 2025

Liabilities and Equity

Current Liabilities

21000	Contracts payable	\$ 95,865.00	
21010	Accounts Payable	50,397.65	
21020	Retainage Payable	51,377.00	
22116	Real Estate Loan 2024	276,998.15	
23040	Accrued PTO	50,092.96	
23045	Accrued Holiday Pay	13,087.66	
24010	1% GRT payable	<u>4,862.00</u>	
Total Current Liabilities			\$ 542,680.42

Long Term Liabilities

Long Term Liabilities			
Total Liabilities			<u>\$ 542,680.42</u>

Equity

30000	Capital Stock	\$ 115,791.00	
30200	Paid-in Capital	19,737.00	
33001	Shareholder Contribution	193,300.00	
34001	Shareholder Dist - DRO	(98,378.93)	
35000	Retained Earnings	1,210,754.93	
	Net Income	<u>3,168.64</u>	
Total Equity			<u>\$ 1,444,372.64</u>
Total Liabilities & Equity			<u><u>\$ 1,987,053.06</u></u>

Madison County Courthouse Addition & Renovation BID FORM

CONTRACTOR'S BID ON:

Madison County Courthouse Addition & Renovation
100 E. Wallace Street
Virginia City, Montana
February 2026

TO: Madison County Board of Commissioners
Madison County
Virginia City, Montana 59755

FROM: PRG Commercial, LLC Bidder
Company Name

Primary
Contact

2042 Stadium Drive, Bozeman, MT 59715 Ste. 1 Address

Bozeman, MT 59715 City, State Zip

Phone: 406-580-9034 Fax: N/A

Pursuant to notices given, the undersigned proposes to furnish all material and labor, and perform all work necessary to complete the Madison County Courthouse Renovation & Addition, Virginia City, Montana, in accordance with Contract Documents dated **02/18/2026**, prepared by Architecture Trio, PO Box 34, Virginia City, MT 59755, and all Addenda acknowledged herein:

1. BIDDER'S CERTIFICATION

- a. The undersigned Bidder certifies that he/she has examined and fully comprehends the bidding requirements, the Conditions of the Contract, and the requirements and intent of the Bidding Documents.
- b. The undersigned Bidder certifies that he/she has visited the site(s), examined all conditions affecting the Work, and attended the Pre-Bid Meeting held on March 17, 2026.
- c. **The undersigned Bidder certifies that applicable federal and Montana state taxes are included in the Base Bid and the Alternate Proposals.**
- d. The undersigned Bidder recognizes the historical significance of the building and site and certifies that demonstrated historical preservation experience with projects of a similar scope and magnitude is a qualifying requirement of the bid..

2. ADDENDA

a. The undersigned Bidder acknowledges receipt of the following Addenda:

- | | | | |
|----|-----------------------|-------|-------------------|
| 1. | Addendum No. <u>1</u> | Dated | <u>03-09-2026</u> |
| 2. | Addendum No. <u>2</u> | Dated | <u>03-24-2026</u> |
| 3. | Addendum No. <u>3</u> | Dated | <u>03-25-2026</u> |
| 4. | Addendum No. _____ | Dated | _____ |

3. BASE BID FOR GENERAL CONSTRUCTION:

**Madison County Courthouse Renovation & Addition
100 East Wallace Street
Virginia City, MT 59755**

BASE BID: NINE MILLION SIX HUNDRED EIGHTY THOUSAND AND 00/100
Dollars

Written amount

(\$ 9,680,000.00)
Numerals

4. ALTERNATE BIDS FOR THE WORK (Refer to Division 1 Section "Alternates" for complete descriptions of each Alternate Bid). State amount to be added to or deducted from the Base Bid, should the specific Alternate Bid be accepted. Indicate by circling appropriate **ADD** or **DEDUCT**.

NOTE: Descriptions below have been summarized. See project documents for full description of alternate scope of work.

01A Storm Windows for windows in original 1875 Courthouse

ADD DEDUCT \$ (16,000.00)

5. ACKNOWLEDGMENT

The undersigned Bidder understands that the Owner reserves the right to reject this bid, and that this bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days from the date prescribed for its opening.

6. TIME OF COMPLETION

If awarded this Contract, the undersigned Bidder acknowledges that work of the Base Bid and accepted Alternate Bids shall commence and be completed, including all punchlist items, in accordance with work sequence described in Division 1 Section "Summary." **All work, including accepted alternates and punch-list items, shall be completed no later than December 31, 2027.**

It is anticipated that a NOTICE TO PROCEED and NOTICE OF AWARD will be issued no more than 30 days after the bids are opened. Any proposed changes to the schedule shall be directed to the ARCHITECT. Substantial completion will be two weeks prior to the final completion date.

Liquidated damages of \$1,000 per day will be levied for each day AFTER December 31, 2027 or other date as authorized and extended by the Madison County Board of Commissioners

7. SUBSTITUTIONS

The undersigned Bidder has based his bid upon the materials, products, articles, equipment, brands, manufacturers and processes described in the Bidding Documents or upon approved equivalents. Proof of equivalency of substitutions is the responsibility of the Bidder, but the Architect shall be the sole judge of equivalency. Proposed equivalent substitutions shall be equal in all respects to the requirements of the Bidding Documents, including but not limited to the design, quality, physical size, performance characteristics, strength, previous history of use, and to the method of installation, attachment, or connection to related or adjoining work. Determination of equivalency of proposed substitutions shall be made by the Architect before the bid opening date, as described in paragraph "Substitutions" in the Division 0 Section "Instructions to Bidders."

8. BIDDER STATEMENT

I, the undersigned, am prepared to complete the above mentioned Project, Addenda, and Alternates in the Time Schedule allotted for the stipulated sum(s) indicated.

I, the undersigned, have completed the Bid Bond Requirements, and am prepared to complete the work in accordance with the State of Montana Prevailing Wage Rates, National Park Service, Secretary of the Interior's Standards for Historic Rehabilitation, and local authorities.

9. SIGNATURES

In testimony whereof, the Bidder (A Corporation) has caused this proposal to be signed by its president and secretary and fixed its corporate seal this _____ day of _____, 2026.

Corporation Signatures:

By: _____
President

By: _____
Secretary

Corporate Seal

Partnership Signatures:

In testimony whereof, the Bidder (a Partnership) has caused this proposal to be signed by each

partner this 30TH day of March, 2026.

By: [Signature]
Partner MEMBER

By: _____
Partner

END OF SECTION 004101

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

PRG Commercial, LLC
2042 Stadium Dr., Ste 1
Bozeman, MT 59715

SURETY:

(Name, legal status and principal place of business)

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Mailing Address for Notices

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

OWNER:

(Name, legal status and address)

Madison County Commissioners
111 East Wallace St, PO Box 278
Virginia City, MT 59755

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

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

BOND AMOUNT: \$ Ten Percent of the Total Amount of the Bid (10% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Madison County Courthouse Renovation & Addition
Project #25005
Virginia City, Montana


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

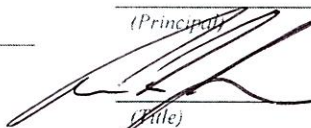
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24 day of March, 2026


(Witness)


(Witness) Marci Stoppel
Surety Account Manager

PRG Commercial, LLC
(Principal)  (Seal)
MEMBER
(Title)

Philadelphia Indemnity Insurance Company
(Surety)  (Seal)
(Title) Bryan D. Hall
Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Bryan D. Hall, Marci Stoppel, Mark Collins, Robert Deming and Shauna Diehl of First West, Inc.** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

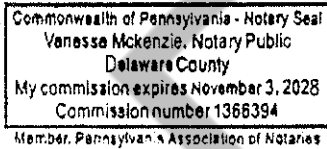


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

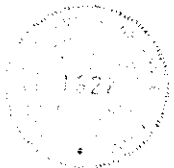
Linwood, PA

My commission expires:

November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24 day of March, 2026



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



Montana Department of
LABOR & INDUSTRY

CERTIFICATE OF CONTRACTOR REGISTRATION

PRG COMMERCIAL LLC
2042 STADIUM DR SUITE 1
BOZEMAN, MT 59715

STATUS
Employer

REGISTRATION NO.
241147

EFFECTIVE DATE
04/25/2026

EXPIRATION DATE
04/24/2028

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

PRG COMMERCIAL LLC
2042 STADIUM DR SUITE 1
BOZEMAN, MT 59715

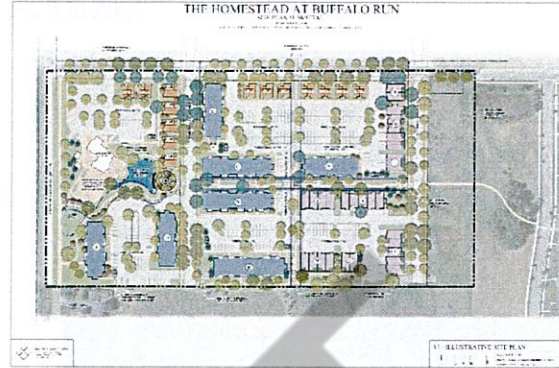
REGISTRATION NO. 241147
EXPIRATION DATE 04/24/2028

Employer

RELEVANT PROJECTS



Recent Ariel Overview



Project Rendering Overview

Buffalo Run

Fowler Lane

Bozeman, Montana

RELEVANCE

Scope and Scale

PROJECT AMOUNT

\$95,000,000

YEAR COMPLETED

2026

CONTACT

Drew Kraft

Senior Vice President

The Rockefeller Group

702-824-4665

dkraft@therockefellergroup.com

PRG Commercial was contracted to build Buffalo Run, a 274 front door complex consisting of 31 buildings and approximately 255,000 sf of residential and amenity space. Project features include wood framed duplex, town home, and multi-family buildings along with a shared clubhouse, park and community trails system. Scope also included all roads and infrastructure for the development, including water, sewer and storm mains, coordination with the electrical and gas companies, and coordination with both Gallatin Country and the City of Bozeman.

To improve the schedule of deliverable units PRG worked with the owner to deliver this project in phases to accommodate early move in and improve cash flow for the client.

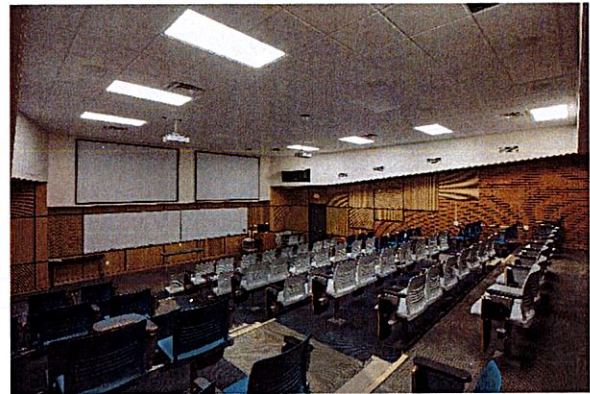
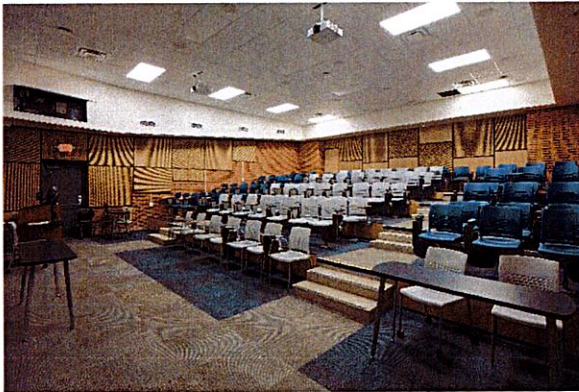
Each building unit is of a different design to accommodate a variety of client needs and entailed the use of a different palette of materials and construction methods.

Project originally had a 30-month schedule and is currently running approximately 3 months ahead of this original plan.



RELEVANT PROJECTS

Typical Building Elevation



Finished Project Overview

Reid Hall Lecture Room

Montana State University
Bozeman, Montana

RELEVANCE

Remodeling Existing Space
Similar to Potential New Courtroom

PROJECT AMOUNT

\$435,000

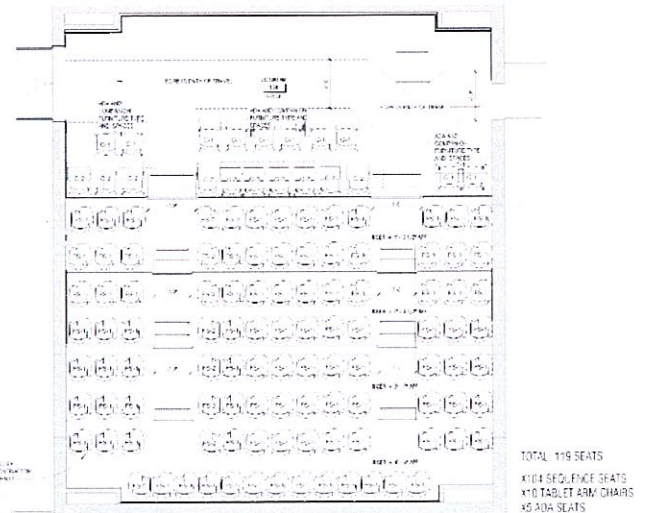
YEAR COMPLETED

2020

CONTACT

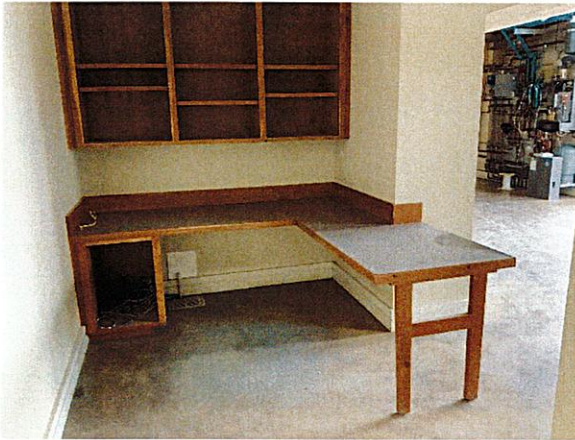
Michael Bowers
Project Manager
Montana State University
301-514-5755
Charles.bowers1@montana.edu

Remodel of approximately 2500 sf of classroom space in Reid Hall on the Montana State University campus. Project features included removal of existing finishes, installation of concrete landings in room 102, steel stud framing, plywood wall accents, and furnishings. It also included complete upgrade of electrical wiring and wiring for AV and communications systems.



Plan Layout

RELEVANT PROJECTS



Office Before



Office After

SAV Office Remodel

262 Pronghorn
Bozeman, Montana

Remodel of approximately 12,638 sf of old warehouse old office space into new offices and new storage areas. This included upgrades to all utilities and communications systems.

RELEVANCE

Remodeling Existing Space into Offices

PROJECT AMOUNT

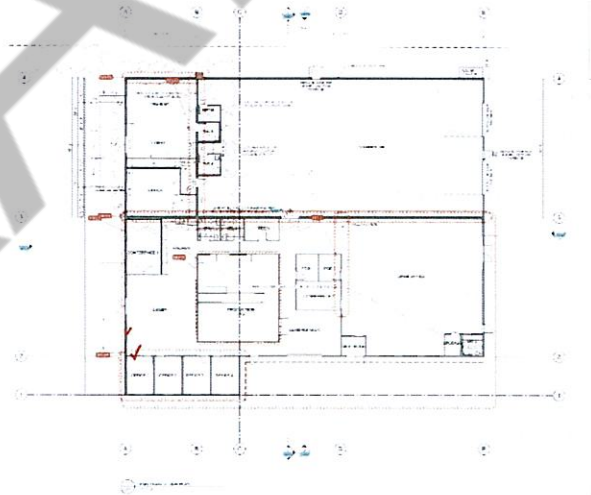
\$1,800,000

YEAR COMPLETED

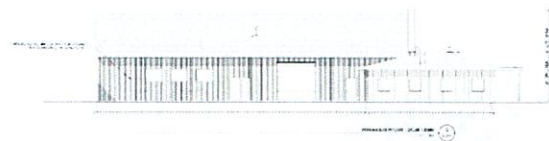
2025

CONTACT

Ryan Coombs
Operations Director
SAV
406-380-2032
Ryan.coombs@savinc.net



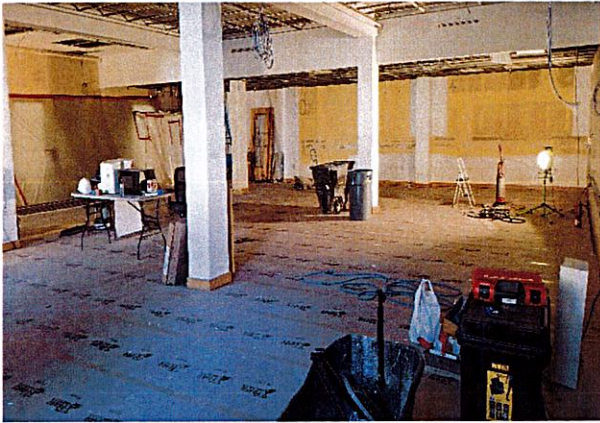
Example Floor Plan



Example Elevation



RELEVANT PROJECTS



Before



After

Strand Union International Programs

Montana State University
Bozeman, Montana

Remodel of existing space into new
New Flooring, ceilings, wiring,

RELEVANCE

Government Office
Building and Offices

PROJECT AMOUNT

\$250,000

YEAR COMPLETED

2020

CONTACT

Jacklyn Leibscher
Montana State University
Jacklyn.leibscher@montana.edu

RELEVANT PROJECTS



RV Center of Montana

Bozeman, Montana

Design build of 12,842 sf of garages, warehouse, and office space.

RELEVANCE

Design/Build
Building and Offices

PROJECT AMOUNT

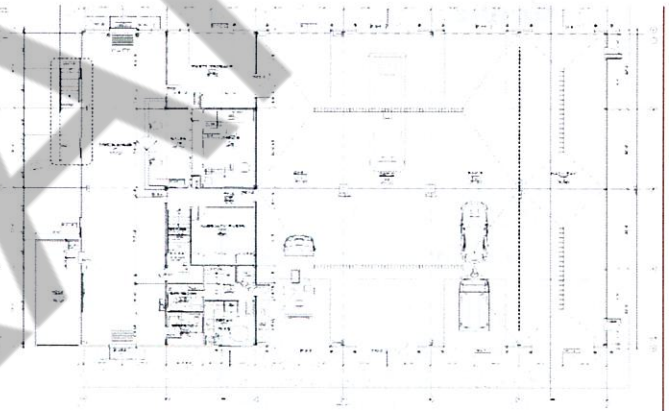
\$3,600,000

YEAR COMPLETED

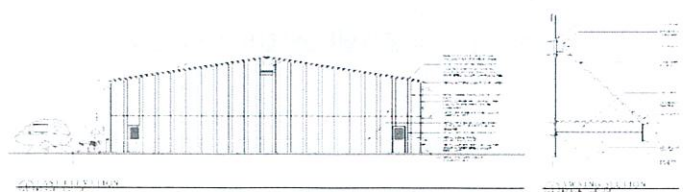
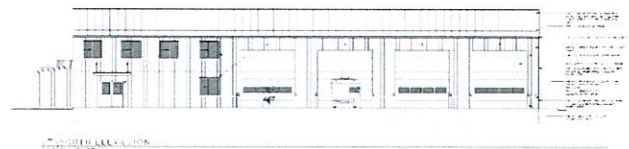
2023

CONTACT

Danton Wallin
General Manager
406-570-7745
Danton.wallin@rvcentermontana.com



Main Floor Plan



Elevation

RELEVANT PROJECTS



Exterior



Interior

The Barn Entertainment Venue

Big Sky, Montana

RELEVANCE

Large Commercial Venue

PROJECT AMOUNT

\$18,980,000

YEAR COMPLETED

2019

CONTACT

Jess Dawson

Director of

Construction

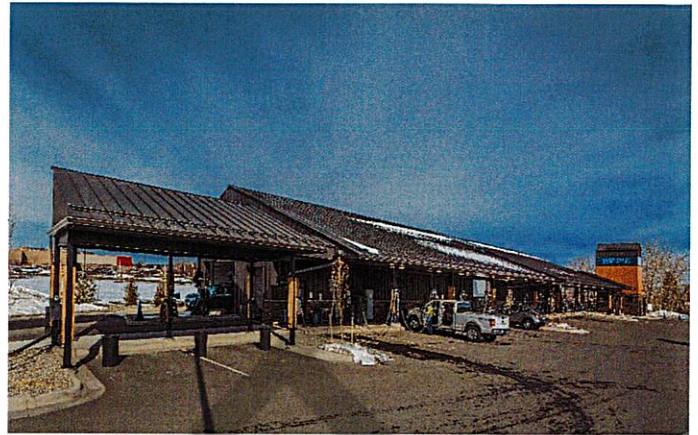
Yellowstone Club

406-209-5006

jess.dawson@yellowstoneclub.com

Construction of a 32,000 sf of amenity facility completed in 2019 for the Yellowstone Club members. Project features included approximately 380 tons of steel, SIPS panel walls, slate roof, reclaimed wood accents and siding both inside and out, 40+ foot stone fireplace.

RELEVANT PROJECTS



Rapid Clean Car Wash

Bozeman, Montana

RELEVANCE

Commercial Car Wash

PROJECT AMOUNT

\$5,570,000

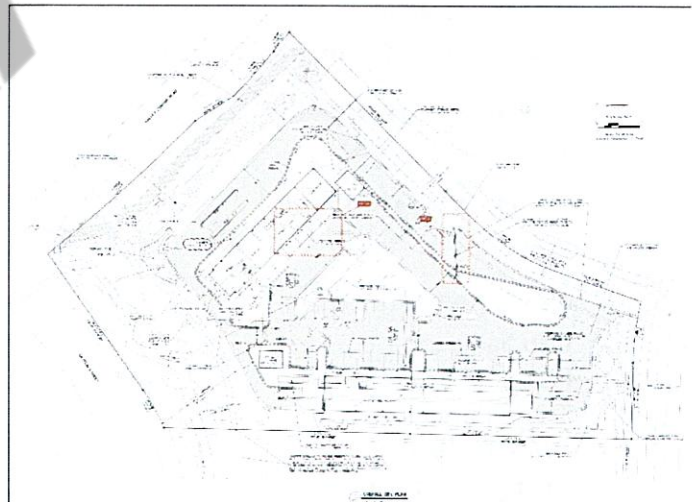
YEAR COMPLETED

2021

CONTACT

Ted Lyon
Lyons Investments
18601 LBL Freeway
Mesquite, TX 75150
214-802-4798
tlyon@tedlyon.com

The project consists of 4 buildings and approximately 10,000 square feet of conditioned space for a new car wash in Bozeman. This project features concrete foundations, including cast in place reclamation pit for process water, a wash tunnel and detail shop. It includes structural steel frame and steel stud framing as well as underground utilities and parking lot prep and pave.



Site Plan

RELEVANT PROJECTS



Belgrade Town Pump #2 Addition and Remodel

Belgrade, Montana

RELEVANCE

Commercial / Commercial Kitchen

PROJECT AMOUNT

\$4,600,000

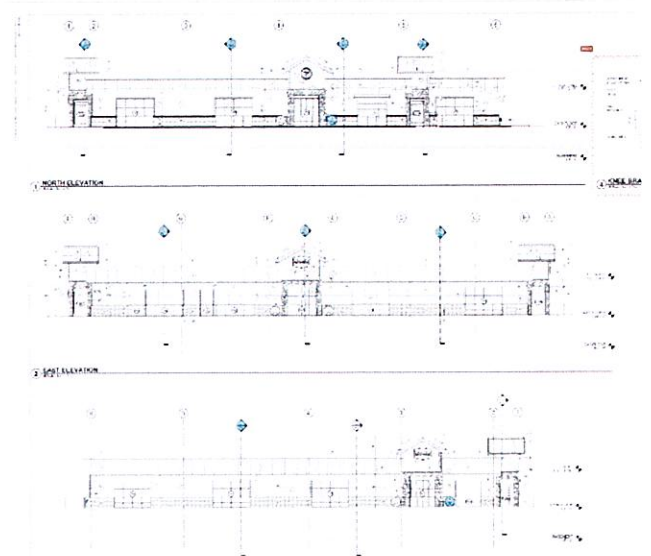
YEAR COMPLETED

2020

CONTACT

Dan Sampson
Project Manager
Town Pump Inc.
406-497-6860
dans@townpump.com

This project consisted of adding an additional 8000 sf of space to the existing casino and convenience store while maintaining operations of the facility. This project featured a concrete foundation and structural steel frame, underground and above ground utilities, new tile and finishes throughout, a new commercial kitchen and approximately 44,000 square feet of asphalt removal and repaving. The project was also completed during the COVID pandemic and safety measures had to be implemented throughout construction.



Elevations

RELEVANT PROJECTS



Interior



Kitchen

Pho Sai Gon Restaurant

Bozeman, Montana

RELEVANCE

Restaurant TI - Commercial Kitchen

PROJECT AMOUNT

\$553,434

YEAR COMPLETED

2023

CONTACT

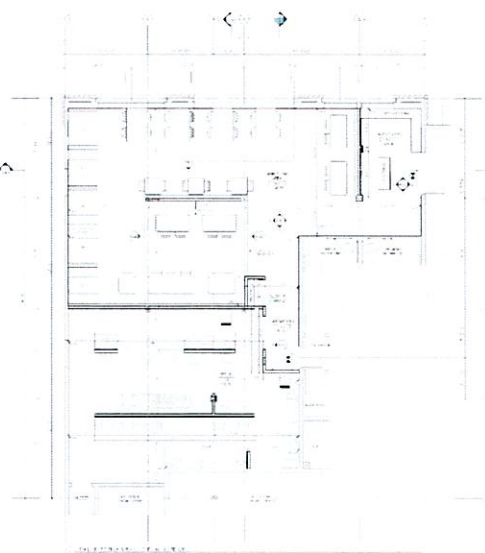
Ryan Truong

Owner

858-952-2338

RyItruong@gmail.com

Project encompassed taking a shell and core structure through a full restaurant tenant improvement. Features include a full commercial kitchen and ventilation system. Also included were custom case work and finishes throughout the restaurant, epoxy floor coverings, and MEP layout and finish.



Floor Plan Layout

RELEVANT PROJECTS



Finished Exterior

Flying Horse Renovation

Bozeman, Montana

RELEVANCE

Building Envelope and Structural Renovations

PROJECT AMOUNT

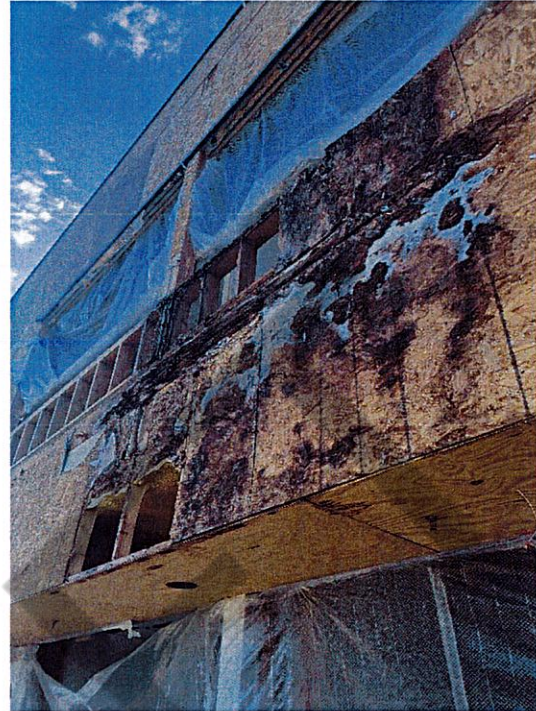
\$1,252,743

YEAR COMPLETED

2022

CONTACT

Trisha Zowada
Authorized Representative
406-690-8807
trisha@flatlandercompanies.com



Structural Damage

Project included replacing exterior wall cladding and weather resistive barriers as well as interior refinishing and finish upgrades. Project scope was expanded due to extensive structural damage and mold remediation due to improper flashing and building waterproofing by original contractors.

RELEVANT PROJECTS



Summit and Sky Apartments Phase 1

Bozeman, Montana

RELEVANCE

Multi Family
Prefabrication

PROJECT AMOUNT

\$22,650,000

YEAR COMPLETED

2022

CONTACT

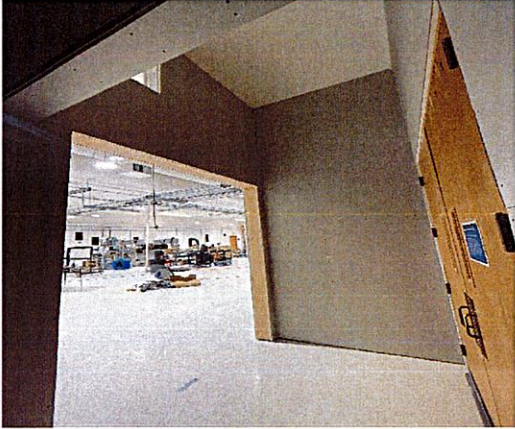
Faure Halvorsen Architects
1425 W Main Street, Suite A
Bozeman, MT 59715

Phase I of the Summit and Sky Apartments consisted of (8) 12- plex apartment buildings and (11) 24 plex apartment buildings and was approximately 120,000 square feet of new construction. This project features concrete foundations, prefabricated wood wall panels, interior finishes and exterior Hardi-board and steel siding. Due to tight timelines PRG Commercial and our associated subcontractors developed systems to prefabricate the framing, plumbing standpipes and many interior finishes.



32 Plex Elevation

RELEVANT PROJECTS



In Progress

Gallatin Valley Community College

Bozeman, Montana

RELEVANCE

Remodel Existing Space
Tight Schedule

PROJECT AMOUNT

\$185,000

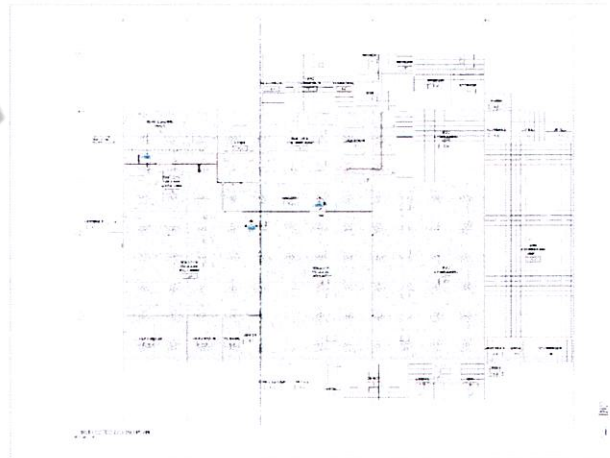
YEAR COMPLETED

2024

CONTACT

Ken Chase
Project Coordinator
Montana State University
Bozeman, MT 59715
406-994-4480
Kenneth.chase@montana.edu

Remodel of existing space into new offices and workspaces. Project included new wall partitions, electrical and plumbing modifications, MEP modifications including fire suppression and HVAC. Project was finished in 3 weeks to accommodate class calendar.



Plan Overview

RELEVANT PROJECTS



Finished Space



Finished Office

University Center

Bozeman, Montana

RELEVANCE

Remodel Tenant Space

PROJECT AMOUNT

\$1,500,000

YEAR COMPLETED

2023

CONTACT

Robert Green

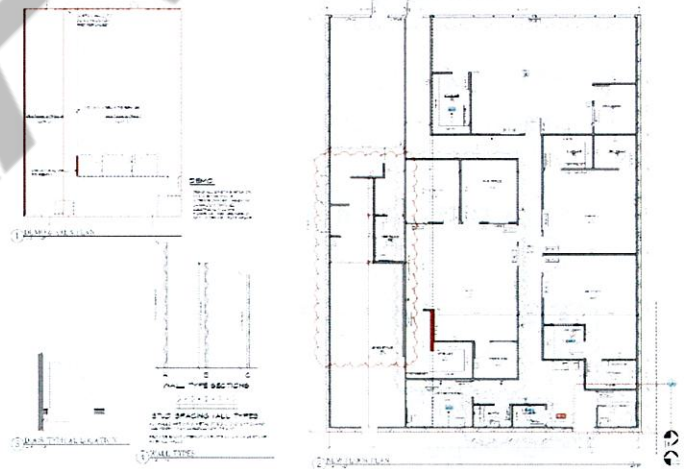
University Square

The Kroenke Group

573-449-8323

rgreen@thekroenkegroup.com

Remodel existing space for new tenants. Work included wall partitions, electrical, MEP changes, flooring, store front changes.



Floor Plan

RELEVANT PROJECTS



In Progress



Finished Roof

Golf Villa Roofs

Big Sky, Montana

RELEVANCE

Large Roof Replacement

PROJECT AMOUNT

\$1,574,000

YEAR COMPLETED

2025

CONTACT

Katie Maple
Community Manager POA
Yellowstone Club
406-920-0194
Katie.maple@yellowstoneclub.com

Project consisted of replacing wood shake roofs and metal roofs on 7 buildings with Class A fire underlayment to meet new fire code requirements.

Project replaced xxxxx sf of wood shake with DaVinci synthetic shingles, and xxxxx sf of metal roofing. It also included installing extensive engineered snow brake system on entire roof.

RELEVANT PROJECTS



Finished Space



Finished Space

Firehouse Subs

Montana State University
Bozeman, Montana

Project was to build out restaurant facility in Montana State University food court. This included full build out, electrical and venting, all finishes.

RELEVANCE

Tenant Finish Restaurant

PROJECT AMOUNT

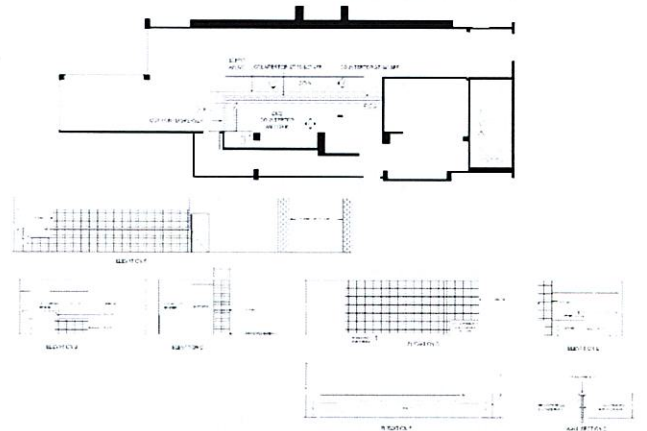
\$120,000

YEAR COMPLETED

2025

CONTACT

Jeff Catron
Catron Foods
678-773-6202
jeffcatron@yahoo.com



Schematic Plans

RELEVANT PROJECTS



Before



After

MSU Alumni Legacy Lounge

Montana State University
Bozeman, Montana

RELEVANCE

Tenant Remodel

PROJECT AMOUNT

\$328,000

YEAR COMPLETED

2024

CONTACT

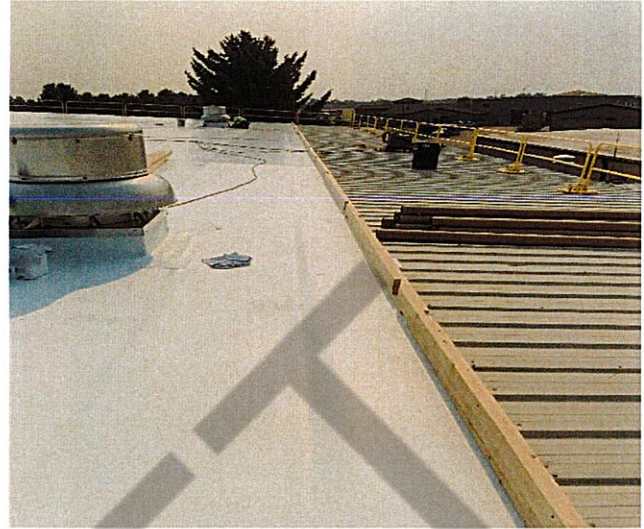
Donny Beebe
Montana State University
406-599-0402
Donald.beebe@montana.edu

Project included total renovation of university's Legacy Lounge space. All finishes, MEP and technology upgrades.



Interior Elevations

RELEVANT PROJECTS



Bozeman/Yellowstone International Airport Roofing

*Bozeman Airport
Belgrade, Montana*

Large commercial re-roof project consisting of over 21,000 square feet of PVC roofing. Included sealing of various roof penetrations, new fascia and gutter systems.

RELEVANCE

Large Re-Roof Project

PROJECT AMOUNT

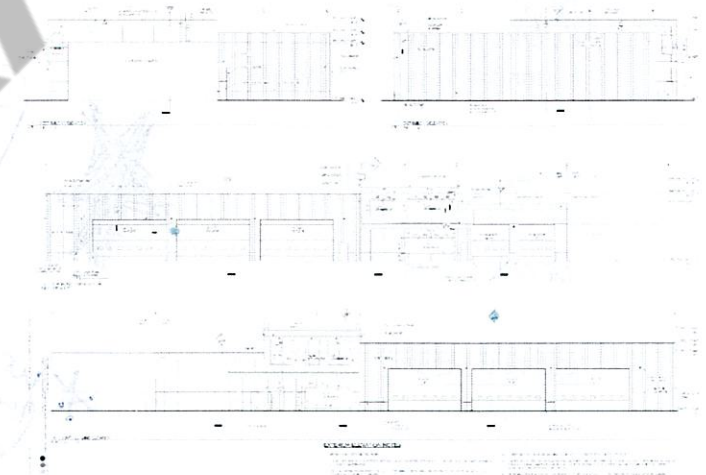
\$196,255

YEAR COMPLETED

2024

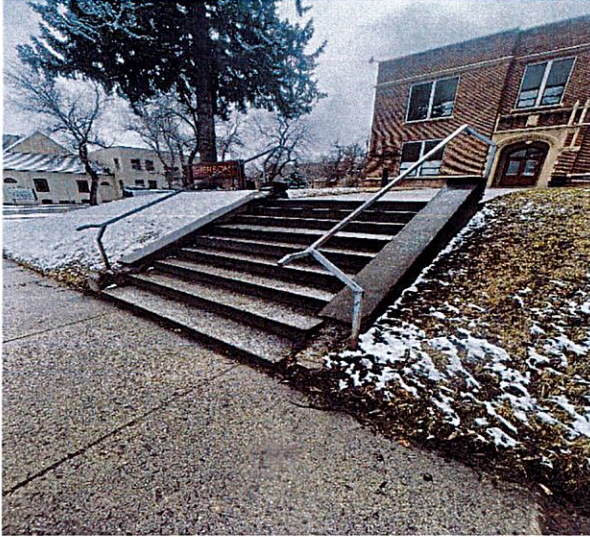
CONTACT

Mark Meierle
Morris & Meierle
mmaierle@m-m.net



Elevations

RELEVANT PROJECTS



Before



After

Emerson Center for The Arts North Entry Replacement

111 South Grand Street
Bozeman, Montana

RELEVANCE

Exterior Improvement
Historical Preservation Award

PROJECT AMOUNT

\$80,000

YEAR COMPLETED

2025

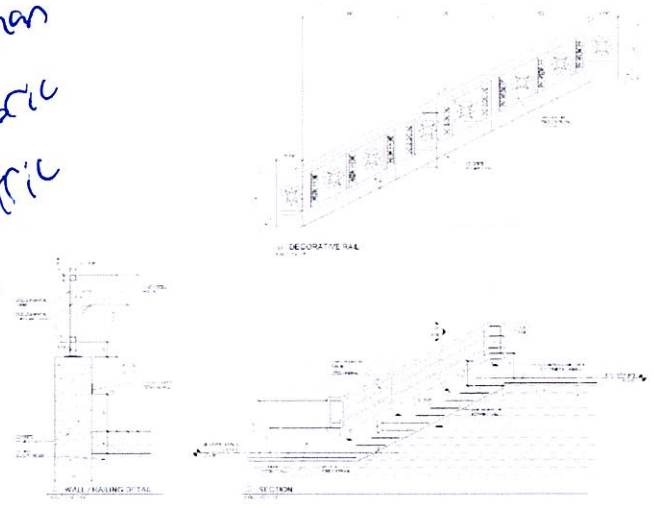
CONTACT

Emily Wrotny
Director of Outreach & Marketing
Emerson Center for the Arts
406-587-9797
outreach@thememerson.org

Project included demolition of old stairs while preserving old granite treads for re-use in new project. Re-building stairs adding new lighting and an artistic railing system that took inspiration from the Art Center's artistic mission. Winner of Bozeman's 2025 Preservation Award.

*Bozeman
Historic
District*

** won
preservation
award*



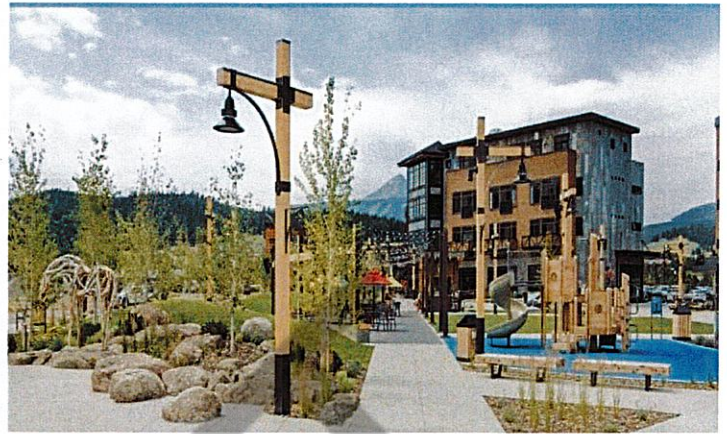
Profile Drawings



RELEVANT PROJECTS



In Progress



Finished

Big Sky Town Center Plaza

Big Sky, Montana

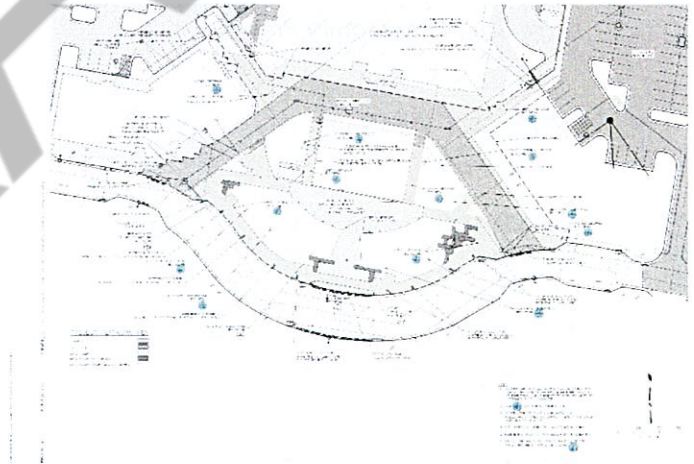
RELEVANCE
Exterior Site Project

PROJECT AMOUNT
\$1,400,000

YEAR COMPLETED
2018

CONTACT
Troy Scherer
Design 5 Landscape Architects
406-587-4873
troy@design5la.com

This project included extensive walkways, patios, play structures and integrated into a pallet of native plantings. Work included all civil, concrete, irrigation, lighting, and structural elements including several fire pits overhead heaters.



Site Plans

RELEVANT PROJECTS



Exterior



Finished

Inspiration Point

Big Sky, Montana

RELEVANCE

Large Scale Multi-Family Project

PROJECT AMOUNT

\$75,000,000

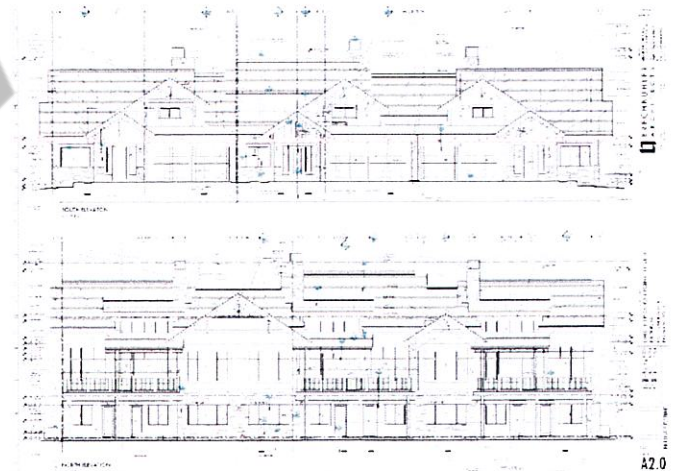
YEAR COMPLETED

2024

CONTACT

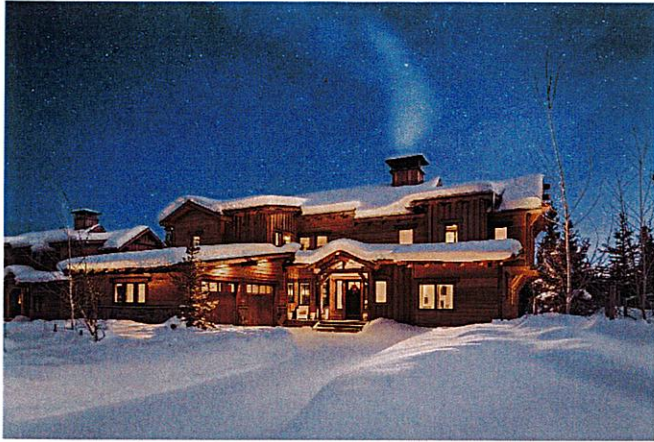
Cory Mowder
Lone Mountain Land
701-527-1333
cmowder@lonemountainland.com

Project consisted of 16 buildings, 40 units, and a mix of duplexes and triplexes of approximately 4500 FT² each totally 180,000 FT² of build. Project was completed in 3 phases.



Typical Elevations

RELEVANT PROJECTS



Exterior



Interior

Highlands

Big Sky, Montana

RELEVANCE

Large Scale Single Family Subdivision

PROJECT AMOUNT

\$120,000,000

YEAR COMPLETED

2023

CONTACT

Cory Mowder/John Olsen

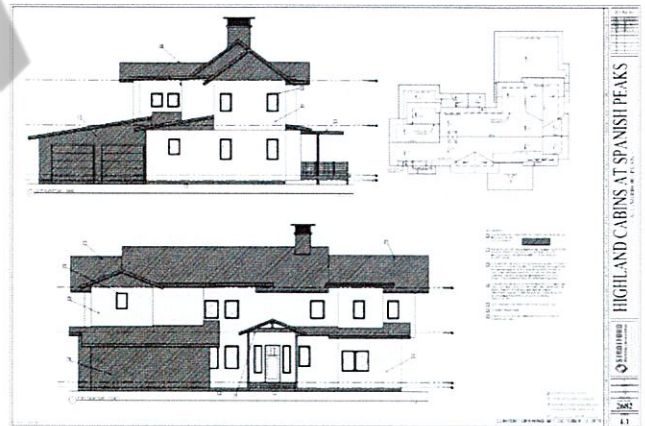
Lone Mountain Land

701-527-1333

cmowder@lonemountainland.com

jolsen@lonemountainland.com

Project consisted of 59 modular homes ranging in size from 3500 FT² to 5500 FT², over 250,000 FT² of total build in 6 phases. Highlands was one of the largest and most complex modular build projects in the country at that time.



Typical Elevation

RELEVANT PROJECTS



Typical Exterior



Typical Custom Interior Finish

Eglise

Big Sky, Montana

RELEVANCE

Large Scale Multi-Family

PROJECT AMOUNT

\$70,000,000

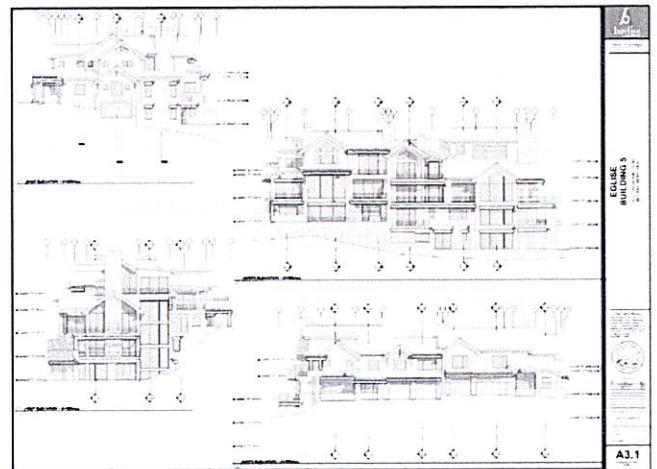
YEAR COMPLETED

2025

CONTACT

Dan Smith
Yellowstone Club
406-579-2619
Dan.smith@yellowstoneclub.com

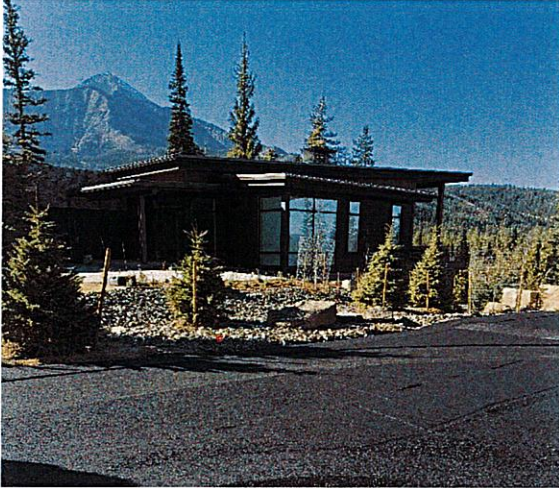
Eglise subdivision is a cluster of duplexes and multi-family buildings within the Yellowstone Club. PRG worked on 6 of these buildings over a period of 4.5 years. Project consisted of 12 separate units each with a different owners and designers. Unit sizes ranged from 7500-13000 FT² totaling approx. 100,000 FT² of build.



Typical Elevations



RELEVANT PROJECTS



Typical Structure



Larger Custom Version

Overlook

Big Sky, Montana

RELEVANCE

Multi-Home Subdivision

PROJECT AMOUNT

\$46,200,000

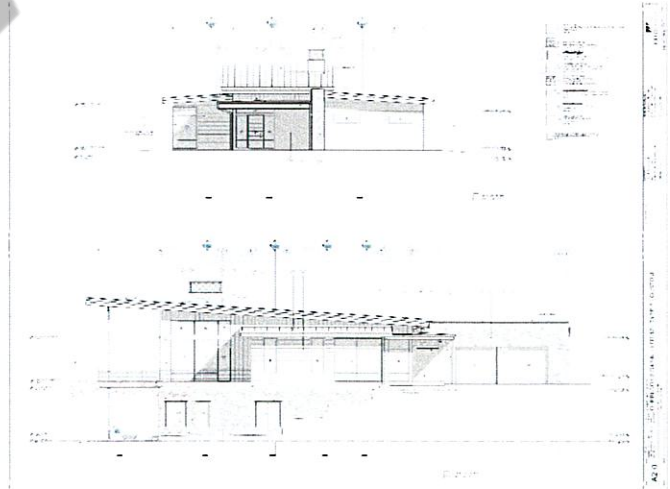
YEAR COMPLETED

2025

CONTACT

Kevin King
Lone Mountain Land Company
kking@lonemountainland.com

Overlook consisted of constructing 6 homes in a new 17 lot subdivision. Each home ranged in size from 6800-8200 FT². These all were ski in ski out residences with custom finishes throughout and included landscaping and developer infrastructure work. Total FT² built approximately 50,000.



Typical Elevations



RELEVANT PROJECTS



Bar



Dining Area

Spanish Peaks Club House

Big Sky, Montana

RELEVANCE

Bar/Kitchen/Restaurant Remodel

PROJECT AMOUNT

\$423,000

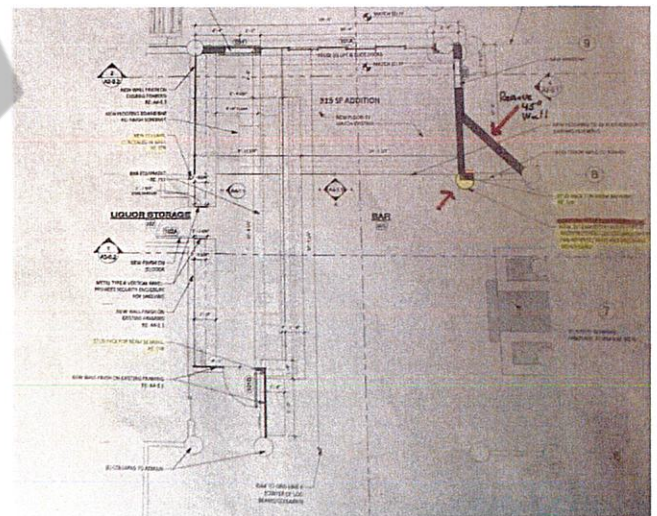
YEAR COMPLETED

2020

CONTACT

Cory Mowder
Lone Mountain Land Company
cmowder@lonemountainland.com

Project consisted of bar remodel, major industrial restaurant kitchen updates, and dining room remodel. All facets of the project had to be completed on a tight timeline to accommodate club opening dates.



Plan Overview Bar Area



RELEVANT PROJECTS



Gutter and Curb Work



Road Paving and Sidewalks

Les Schwab Bozeman Site Improvements

Bozeman, Montana

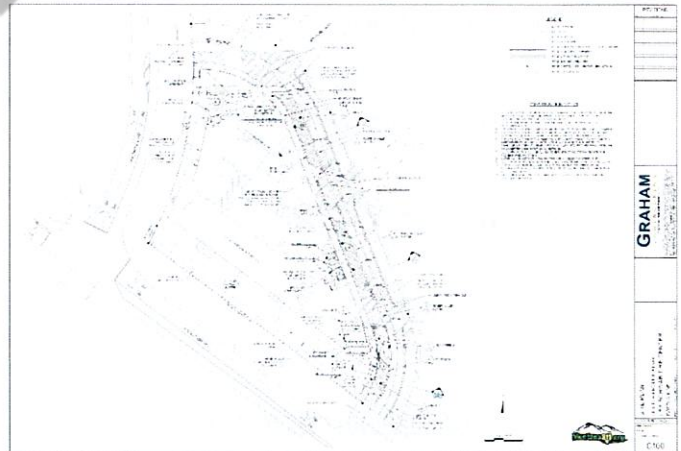
RELEVANCE
Commercial Site Work

PROJECT AMOUNT
\$650,000

YEAR COMPLETED
2025

CONTACT
John Craig
4 Site Advisors
Jcraig@4siteadvisors.com
303-872-8143

Project consisted of major site improvements including sidewalks, new parking areas, curb and gutter work, repaving of lots and area roads and entries. Work also included relocation of exterior light poles, re-insulation of garage bay facilities and construction of enclosed waste and storage areas for used tires.



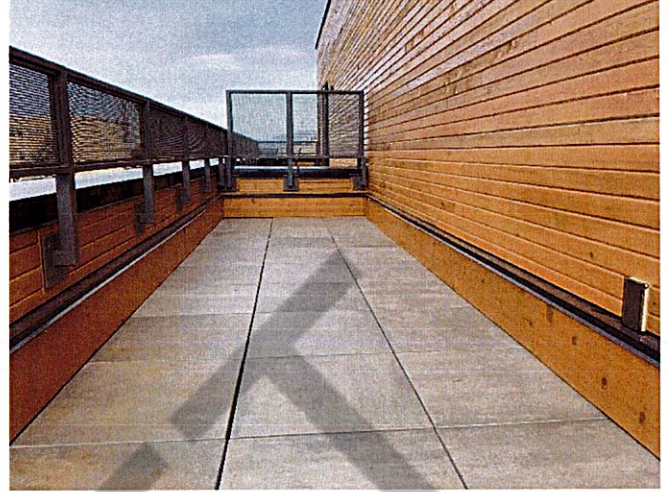
Site Plan Overview



RELEVANT PROJECTS



Damage/Cause Assessment



Repaired Deck

Black & Olive Exterior Deck Failures

Bozeman, Montana

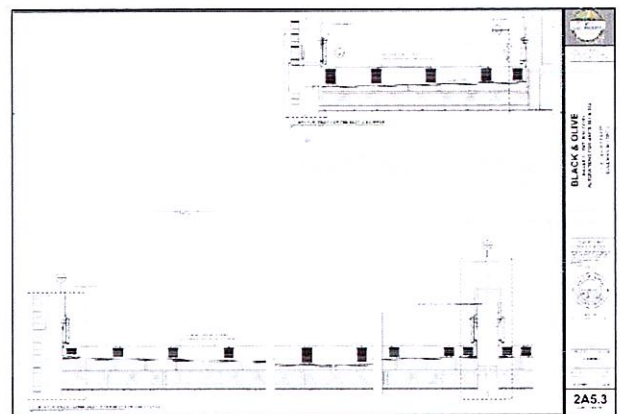
RELEVANCE
Remediation/Repair

PROJECT AMOUNT
\$796,000

YEAR COMPLETED
2023

CONTACT
Charles Jones
Bayliss Architects
charles@baylissarchitects.com

Project consisted of first identifying source of water intrusion into structure. This included wall and deck leaks into structural walls and ceilings of apartments units causing damage and mold. Investigation found improper installation/use of various water barriers/systems. Decks for units were demolished and redone and new pedestal deck walking systems installed. Interior surfaces were remediated and repaired.



New Deck Detail Cross Section

RELEVANT PROJECTS



Interior



Exterior

Golf Villas

Big Sky, Montana

RELEVANCE

Multi-Door Large Scale Residential

PROJECT AMOUNT

\$80,000,000

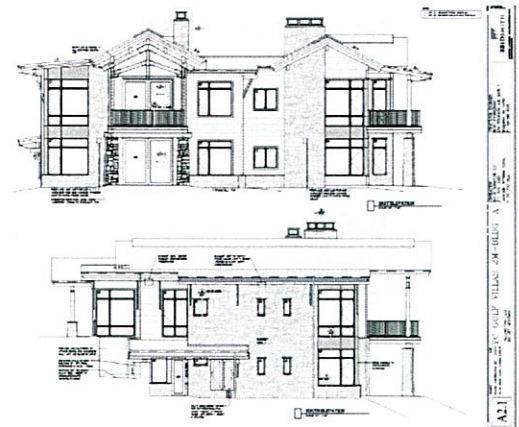
YEAR COMPLETED

2019

CONTACT

Kyle Dardis
406-539-7452

Project consisted of 7 buildings, 4 units/building, totaling approximately 56,000 ft². Finished in 2 phases from 2016-2019.



Typical Elevations



RELEVANT PROJECTS



Typical Exterior



Typical Interior

Settlement

Big Sky, Montana

RELEVANCE

Multi-Door Large Scale Residential

PROJECT AMOUNT

\$75,000,000

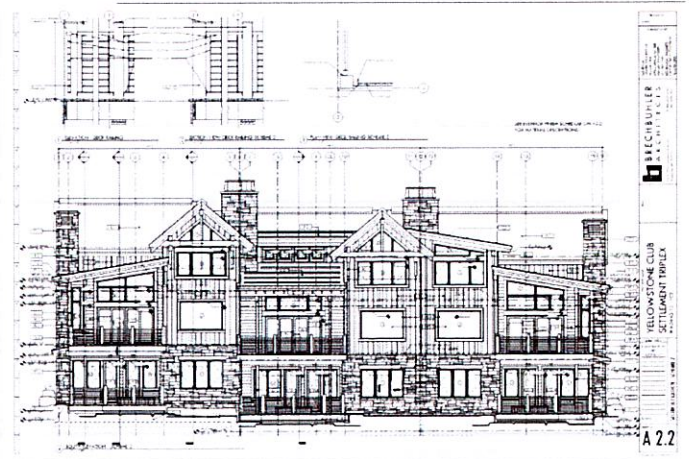
YEAR COMPLETED

2017

CONTACT

Jake Range
Lone Mountain Land Company
678-232-6345

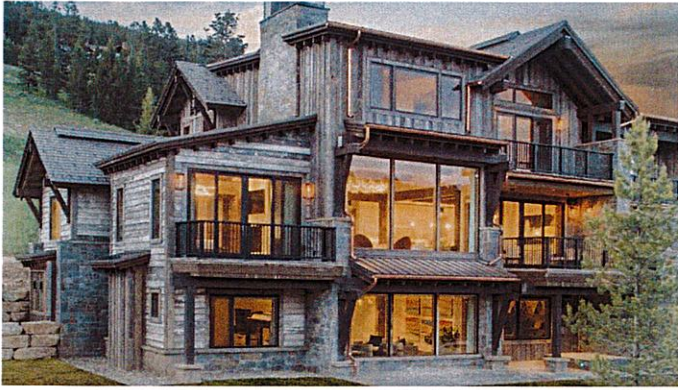
Project consists of 36 units across 12 buildings totally approximately 192,000 ft² of build. Project completed over a 3-year period. Includes re-claimed exterior siding, custom stairs and finishes.



Typical Elevation



RELEVANT PROJECTS



Typical Exterior



Typical Interior

River Homestead

Big Sky, Montana

RELEVANCE

Multi-Door Large Scale Residential

PROJECT AMOUNT

\$80,000,000

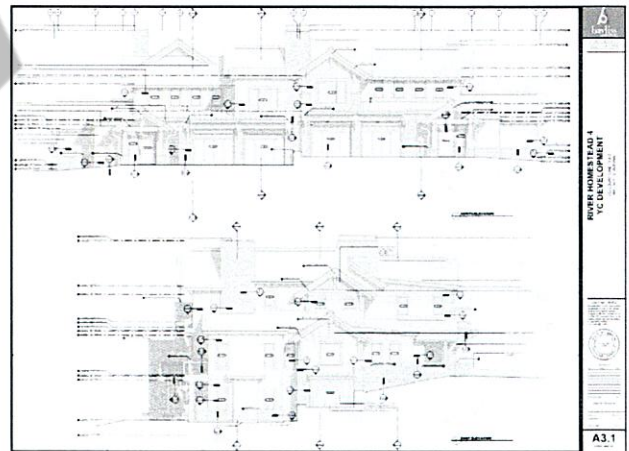
YEAR COMPLETED

2022

CONTACT

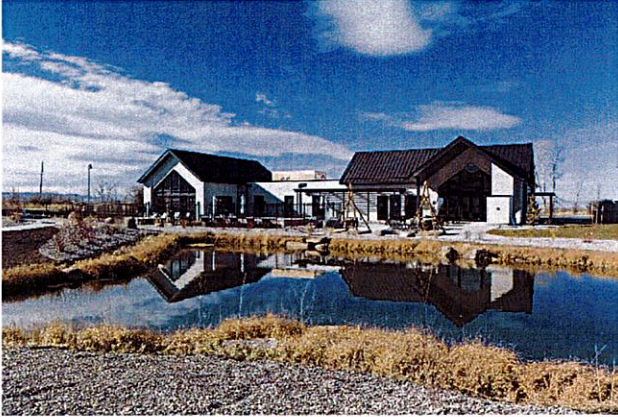
*Dan Smith
Yellowstone Club*

Project consisted of 11 buildings of approximately 16,000 ft² each and a total build of 176,000 ft². There is a total of 24 units, 2 triplexes and 9 duplexes each customized with owner specific finishes.

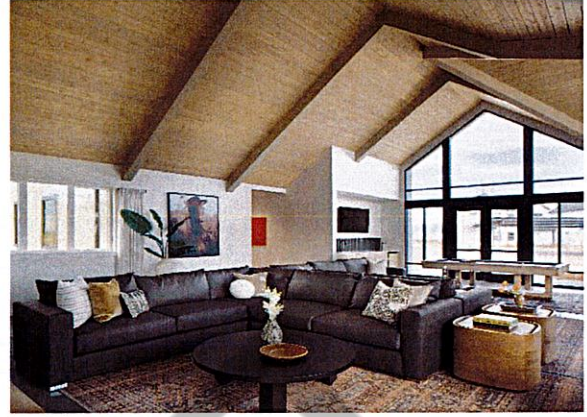


Elevations

RELEVANT PROJECTS



Exterior



Interior

Club House Buffalo Run

Bozeman, Montana

Project consisted of club house facilities with meeting rooms, common areas, gym, hot tub/pool area, barbeque, and trout fishing pond.

RELEVANCE

Commercial Scale Meeting Space

PROJECT AMOUNT

\$1,838,000

YEAR COMPLETED

2025

CONTACT

Drew Kraft

Senior Vice President

The Rockefeller Group

702-824-4665

dkraft@therockefellergroup.com



DRAFT

PRG Commercial LLC
Balance Sheet
As of December 31, 2025

	Dec 31, 25
ASSETS	
Current Assets	
Checking/Savings	
1002 · STK_OPERATING xxx7078	255,713.75
1003 · STK_PAYROLL xxx7086	5,000.00
1008 · STK_BONUS xxx7108	1,000.00
1009 · STK_WARRANTY xxx7094	69,368.02
1112 · STK_Cap Ex xxx1415	24,925.35
1113 · Stockman Bank - Restricted Cash	217,983.62
Total Checking/Savings	573,990.74
Accounts Receivable	
1200 · Accounts Receivable	5,057,857.71
Total Accounts Receivable	5,057,857.71
Other Current Assets	
1201.0 · Prepaid Expenses	55,125.92
1210 · Retainage Receivable	2,327,896.49
1215 · Costs in Excess of Billings	391,036.91
1227 · Receivable from Employee	112.18
1231 · Employee Advances/Loans	25,000.00
1700 · Rebate Receivable	383.38
Total Other Current Assets	2,799,554.88
Total Current Assets	8,431,403.33
Fixed Assets	
1810 · Vehicles	308,469.62
1840 · Field Equipment	330,288.09
1899 · Acc Depreciation - Fixed Assets	-217,351.89
Total Fixed Assets	421,405.82
TOTAL ASSETS	8,852,809.15
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	4,371,558.94
Total Accounts Payable	4,371,558.94
Credit Cards	
2306 · AMERICAN BANK VISA	10,670.84
Total Credit Cards	10,670.84
Other Current Liabilities	
2010 · Retainage Payable	1,853,102.59
2100 · Payroll Liabilities	33,501.77
2199 · Distribution Payable	572,549.99
2200 · Payable to PRG	9,909.89
2250 · Warranty Liability	258,998.74
2290 · Current Portion of LT Debt	111,973.76
Total Other Current Liabilities	2,840,036.74
Total Current Liabilities	7,222,266.52

PRG Commercial LLC
Balance Sheet
As of December 31, 2025

	<u>Dec 31, 25</u>
Long Term Liabilities	
2211 · 2022 Chevy 2500 VIN6236	25,710.60
2212 · 2024 Chevy 2500 vin#8816	24,732.93
2213 · 259D3 Cat	50,073.72
2214 · 2023 CAT TL 1055-05	161,088.91
2215 · 2025 Chevy Silverado VIN6446	36,737.04
2216 · 2025 Tundra SX04-4701	57,414.24
2605 · Less Current Portion	-111,973.76
Total Long Term Liabilities	<u>243,783.68</u>
Total Liabilities	7,466,050.20
Equity	
3020 · Member Distributions	-641,088.86
3025 · Members' Equity	279,113.20
Net Income	1,748,734.61
Total Equity	<u>1,386,758.95</u>
TOTAL LIABILITIES & EQUITY	<u><u>8,852,809.15</u></u>

DRAFT

PRG Commercial LLC
Profit & Loss
 January through December 2025

	Jan - Dec 25
Ordinary Income/Expense	
Income	
4260 · Construction Income	
4261 · WIP Adjustment	710,691.19
4260 · Construction Income - Other	52,361,084.12
Total 4260 · Construction Income	53,071,775.31
Total Income	53,071,775.31
Cost of Goods Sold	
50000 · Cost of Goods Sold	
5010 · COS Subcontract	35,662,662.11
5020 · COS Materials	11,829,348.63
5025 · COS Equipment	344,425.50
5040 · COS Other	318,261.33
5100 · COS Labor	1,086,131.07
5125 · COS Payroll Taxes	93,388.24
5150 · COS Labor Burden	839,048.28
Total 50000 · Cost of Goods Sold	50,173,265.16
Total COGS	50,173,265.16
Gross Profit	2,898,510.15
Expense	
INDIRECT EXPENSE	
A-VEHICLES, EQUIPMENT & TOOLS	
6110 · Auto and Truck Expenses	18,791.12
6112 · Auto Fuel	19,865.95
6115 · Auto - Truck Lease & Insurance	0.00
6150 · Depreciation Expense	99,646.90
6191 · Auto / Truck Insurance	7,242.00
6231 · Equipment Insurance	3,709.68
6265 · Equip Repairs and Maintenance	1,285.93
6295 · Tools	14,348.39
Total A-VEHICLES, EQUIPMENT & TOOLS	164,889.97
SAFETY	
6326.1 · Safety Awards	500.00
6326.2 · Safety Gear / Equipment	2,748.85
Total SAFETY	3,248.85
WARRANTY	
6325 · Warranty - Other	-27,135.25
6325.1 · Water	0.00
6325.3 · Interior Quality Incident	26,199.75
6325.4 · Exterior Quality Incident	935.50
6325.6 · Warranty Reserve	240,000.00
Total WARRANTY	240,000.00
Total INDIRECT EXPENSE	408,138.82
OVERHEAD	
LABOR COSTS	
7006 · Salaries & Wages	33,296.65
7007 · LABOR BURDEN	-839,048.28
7008 · PTO	47,398.76
7008.1 · HOLIDAY PAY	18,134.83

PRG Commercial LLC
Profit & Loss
 January through December 2025

	Jan - Dec 25
7009 · Training Labor	9,505.93
7014 · HEALTH INSURANCE	47,344.46
7015 · DENTAL INSURANCE	3,196.24
7016 · VISION INSURANCE	895.77
7018 · BONUS	122,500.00
7019 · 401K BENEFITS ER	19,847.21
7020 · FUEL STIPEND	77,003.10
7021 · PAYROLL TAX EXPENSE	14,357.86
7023 · CELL PHONE EXPENSE	6,130.00
Total LABOR COSTS	-439,437.47
Total OVERHEAD	-439,437.47
7100.0 · GENERAL & ADMINISTRATIVE	
7022 · TRAINING and EDUCATION	300.00
7024 · TRAVEL / LODGING	2,881.67
7025 · MEALS & ENTERTAINMENT	8,432.93
7026 · MARKETING EXPENSE	48,679.59
7027 · Employee Recruitment Expense	57,792.99
7028 · Facilities Expense	6,756.21
7029 · Facilities Expense - Rent	2,423.00
7030 · Management Fees-	798,026.58
7031 · Mgmt Fees - R (Yard)	10,800.00
7060 · Worker's Compensation Insurance	-14,116.39
7128 · Bank Service Charges	209.98
7129 · Office Equipment Expense	607.33
7151 · Software Expense	123,312.60
7152 · Memberships & Subscriptions	6,032.68
7153 · Business Insurance	8,253.71
7154 · Business Licenses and Permits	513.25
7155 · Office Supplies & Postage	3,870.41
7156 · Professional Services	
7532 · HR Support	2,410.93
7533 · Accounting & Finance	17,670.00
7534 · Legal	171,618.15
7535 · IT	31,575.00
Total 7156 · Professional Services	223,274.08
7265 · Breakroom Supplies	51.99
7266 · Charitable Contribution Expense	1,620.00
7267 · Bad Debt Expense	-2,138.32
7100.0 · GENERAL & ADMINISTRATIVE - Other	0.00
Total 7100.0 · GENERAL & ADMINISTRATIVE	1,287,584.29
Total Expense	1,256,285.64
Net Ordinary Income	1,642,224.51

PRG Commercial LLC
Profit & Loss
January through December 2025

	<u>Jan - Dec 25</u>
Other Income/Expense	
Other Income	
OTHER INCOME	
8001 · Income Interest	18,722.22
8004 · Misc Income	235,532.36
Total OTHER INCOME	<u>254,254.58</u>
Total Other Income	254,254.58
Other Expense	
OTHER EXPENSE	
9001 · Interest Expense	30,620.59
9002 · Finance Charges	1,016.00
9004 · Interest Expense - ROU	780.30
9006 · Amortization Expense - ROU	36,058.84
Total OTHER EXPENSE	<u>68,475.73</u>
7050 · Loss Contingency	79,268.75
Total Other Expense	<u>147,744.48</u>
Net Other Income	106,510.10
Net Income	<u><u>1,748,734.61</u></u>

DRAFT

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	\$10,320.00
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 _____

Ronald E. Nye

Title Commissioner - Chairman

Title

Date March 31, 2026

Date

DRAFT

MADISON COUNTY PLANNING

P.O. Box 278 • Virginia City, Montana 59755 • Phone (406) 898-4331

Staff Report

To: Madison County Commissioners
From: Michelle Schriock, Planner
Date: March 31, 2026

Subject: Buildings for Lease or Rent – Nephew

Proposal: To construct (12) Twelve rental units located on Prairie Way in Ennis.

Owner: Montana West Construction Inc.
Henry and Kimberly Nephew
191 Two Bumps Rd
Ennis, MT 59729

Applicant: Henry and Kimberly Nephew
191 Two Bumps Rd
Ennis, MT 59729

Legal Description: RANGE VIEW COMMERCIAL PARK SUBD, S28, T05 S, R01 W, Lot S/T 8, ACRES 2.44, PLAT 4/295

Location: The existing parcel is currently unaddressed. An address application is pending.

Current Use: The subdivision was originally developed as a Business and Commercial Park known as Range View Commercial Park. There are no existing structures on the subject property. The building proposed will total 15,700 square feet and will be 25.5 feet in height.

Surrounding Uses: Business/Commercial

Commissioner District: 3 – Commissioner Bill Todd

Received: January 28, 2026
Found complete on: March 2, 2026
Decision Deadline: March 31, 2026

Background:

The proposed project located outside the city limits of Ennis and occurs within a Business Commercial area on a 2.44-acre tract of land. A proposed 15,600 square foot building will be built. It will be constructed into rentable units each containing a bathroom and office/storage space. Each unit square footage total ranges from 1200 to 1500 square feet. The project has been reviewed and approved by the Madison County Sanitarian, including the installation of a new well and septic system to serve the twelve units.

The review requirement is based on 76-8-107, MCA, and the definition of "building" from Section 76-8-101(1), MCA and stated in Madison County Resolution 32-2016 as "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 for the operation of a business. Except as provided in Section 76-3-103(16), MCA, the term includes a recreational camping vehicle, mobile home, or cell tower. The term does not include a condominium or townhome."

The well and septic system is intended to serve the twelve units located in the building. The project has been reviewed and approved by the Madison County Sanitarian and a Madison County Septic Permit will be issued once an address has been assigned.

An existing driveway will be accessed off of Prairie Way as part of this application. Unit address labeling will be designated as one individual number for the property and "Suite" or "Ste" for each unit number. Parking will be designated in the vicinity of the units, 4 parking spaces per 2 units for a total of 24 parking spaces.

Solid waste will be collected on-site by the landowner and disposed of at the Ennis container site. For consideration, per CCR 4.6, Refuse Collection Areas. All outdoor refuse collection areas shall be visually screened so as not to be visible from neighboring property or streets. No refuse collection area shall be permitted between a street and the front of a building.

The project location is served by the Madison Valley Rural Fire Department locate 0.1 miles away, the Madison County Sheriff's Department located 15.9 miles away and the closest medical services are located in Ennis at the Madison Valley Medical Center, approximately 1.2 miles north of the project location.

General Analysis:

The unit rental proposal occurs in a Business Commercial area that is being built into 12 separate rental units. Operating hours are 24/7. This use is compatible to adjacent properties in the surrounding area.

Access off of US Highway 287 includes approximately 1.2 miles of maintained asphalt road, Rangeview Road, then Prairie Way to the compacted rock driveway leading access to the building. The viable ingress/egress runs north and south on Prairie Way looping the entire structure. The property is within the Madison Valley Rural Fire Department District. The Madison County Fire Warden has performed a Commercial Review and rated the property at 30 which is considered low hazard. The project has been reviewed by the Madison County Sanitarian and a Septic Permit will be issued once an address has been assigned. The applicant will need to obtain all other required licenses/permits needed prior to construction.

Traffic generated by the use is expected to be low. The expected trip generation is estimated at 2 trips per day per unit totaling 24 trips per day. This only an estimate, average daily trips can change dependent upon demand.

Analysis of Review Criteria:**A. Impacts on the physical environment and human population in the area affected by the buildings for lease or rent.**

The operation is in a commercial building area. The parcel is 2.44 acres; units vary in size from 1200 square feet to 1500 square feet per unit. Approved well and septic system is existing with Montana Department of Environmental Quality. Waste disposal will be via landowner collection and disposal at the Ennis container site. There are no nearby trails accessible by foot, which should discourage trespassing onto adjacent properties. Utilities are available on the property. There are no hazards present at the project site. Other businesses surround the subject property; therefore, the proposal is compatible with adjacent uses.

Proposed lighting will include outdoor porch lights fitted with two automatic dawn/dusk light fixtures on the East and West Gable ends. All light fixtures will meet existing requirements including downward lighting.

Proposed Finding (Physical Environment): Acceptable as submitted.

B. Adequacy of Water, Wastewater, and Solid Waste Facilities

Water and wastewater are proposed via a private system and verification of DEQ approval must be provided to Madison County prior to onset of construction or approval of BLR permit.

Proposed Finding (Water, Wastewater and Solid Waste Facilities): Acceptable as proposed.

C. Site Access

The site access road originates on Prairie Way, approximately 1.2 miles off of Highway 287. The speed limit on Prairie Way, a residential street, is 25 mph. The town of Ennis generally enforces a maximum speed limit of 25 mph on residential streets. An existing driveway approach/access enters the site from the eastern boundary of the property.

Proposed Finding (Site Access): Acceptable as proposed.

D. Availability of Emergency, Medical, Fire Protection and Law Enforcement Services

Madison Valley Rural Fire Department and the Madison County Sheriff's Department provide emergency services to the site. The estimated response time for emergency services (fire and ambulance) is estimated at approximately 5 minutes. The Fire Warden recommended that Appendix 15 from the MCSR be filled out, signed, notarized and provided to Planning as law enforcement response times cannot be provided.

Proposed Finding (Availability of Emergency, Medical, Fire Protection and Law Enforcement): Acceptable as proposed.

E. Compliance with Floodplain Regulations

The proposed use is not located within a designated flood prone area or mapped floodplain.

Proposed Finding (Compliance with Floodplain Regulations): Not applicable.

Recommendation:

The Buildings for Lease or Rent application for Henry, as presented and with additional mitigation, is compliant with Madison County Resolution 32-2016 (Buildings for Lease or Rent Regulations) and conditions of approval. It is recommended that the Madison Board of County Commissioners:

1. Accept the proposed findings of fact; and
2. Approve BLR-2026-01 for twelve rental units on the property located on Prairie Way subject to the following conditions:

CONDITIONS OF APPROVAL

- A. The use, operation, and improvements of the property must be in accordance with the plans, specifications, and documents submitted for review, except as modified by these conditions.
- B. Construction activities and land use should adhere to all adopted ordinances, codes, regulations, and covenants applicable to the Range View Commercial Park Subdivision Lot S/T 8.
- C. If any additional utilities are necessary, they shall be extended and/or provided in accordance with adopted ordinances, codes, and regulations.
- D. Verification of DEQ approval must be provided to Madison County prior to onset of construction.
- E. Approve BLR 2026-01 for twelve rental units on the property located on Prairie Way subject to the conditions noted above.

Submitted by:

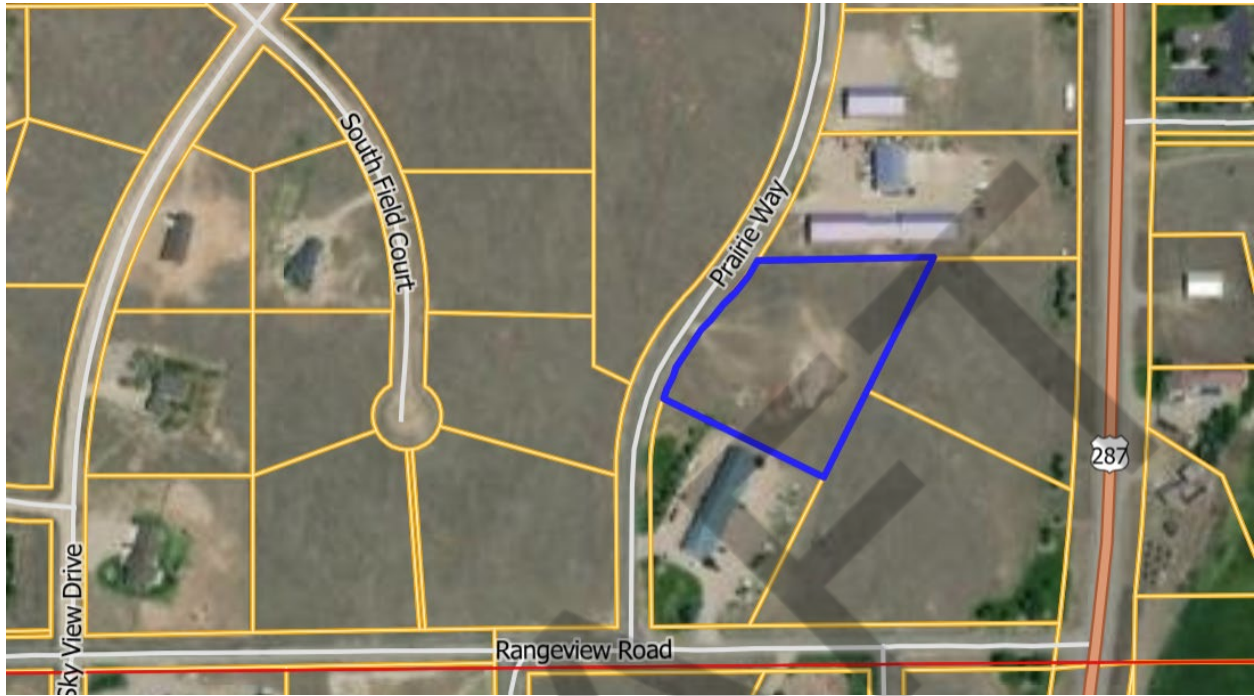
Michelle Schriock
Madison County Planner

Appendix A: Project Location

Appendix B: Site Photos

Appendix C: BLR Application- Nephew (Montana West Construction, Inc.)

APPENDIX A
Project Location



APPENDIX B
Site Photos



Driveway view to Prairie Way



Driveway View into property



Prairie Way Road View

DRAFT

APPENDIX C
Project Application



Building for Rent or Lease Application

Madison County P.O. Box 278 Virginia City, MT 56755	Office Use Only Date: <u>1/28/26</u> Accepted by: <u>MRS</u> Fee: \$ <u>400.00</u> Cash/Check #: <u>1947</u>
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1. OWNER(S) OF RECORD:

Name: Montana West Construction Inc
 Mailing Address: 191 Two Bumps Rd
 City/State/Zip: Ennis MT 59729 Phone: 559-473-8183
 Email: mwc_inc@outlook.com

2. APPLICANT *[person(s) authorized to represent the owner(s) of record and to whom copies of all correspondence is to be sent]:*

Name: Kimberly Nephew HENRY NEPHEW
 Mailing Address: 191 Two Bumps RD
 City/State/Zip: Ennis MT 59729 Phone: 406-595-0520
 Email: kimberly_mwc@outlook.com mwc_inc@outlook.com

3. LEGAL DESCRIPTION OF PROPERTY:

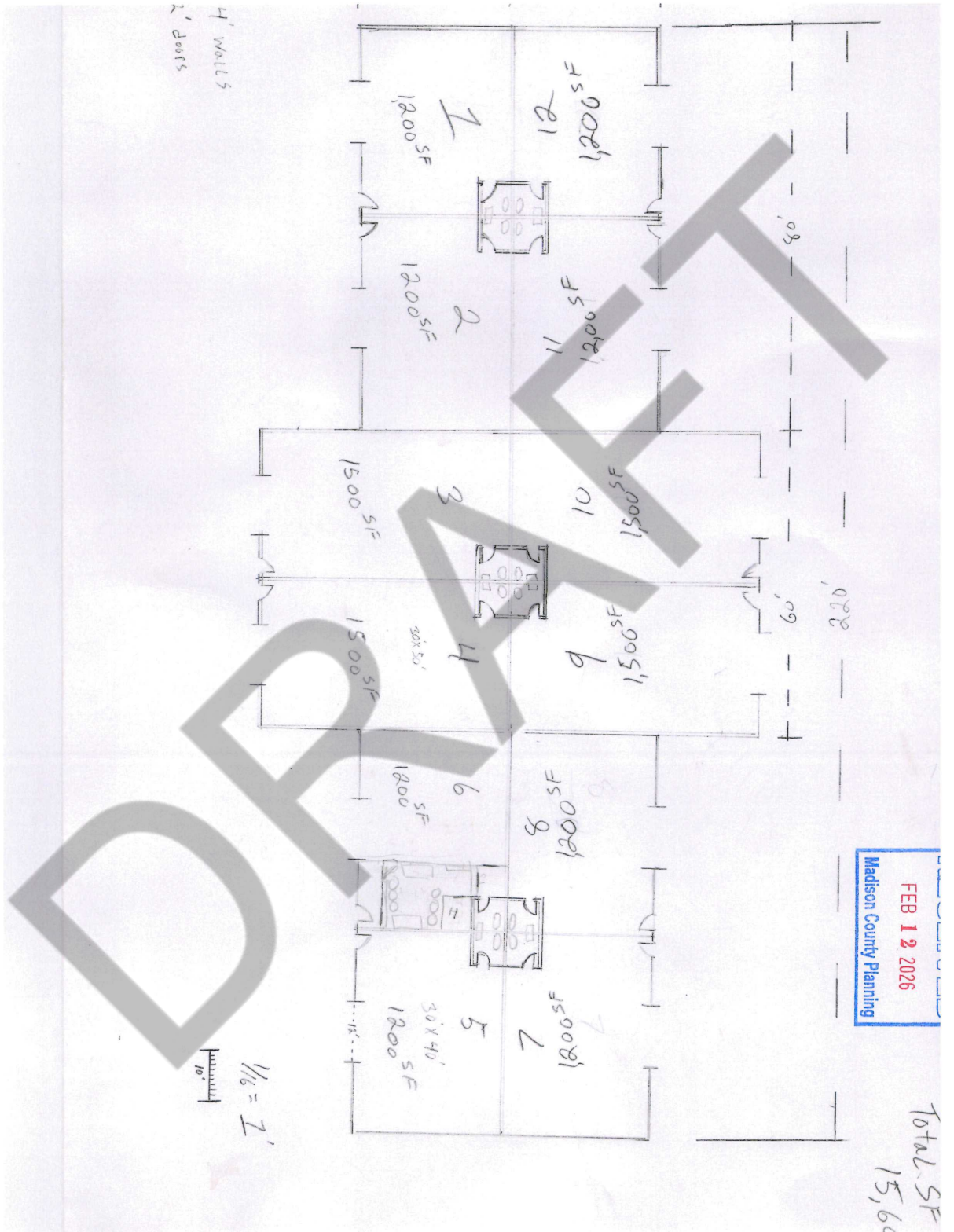
Street Address: Lot S/T 8 Sec. No. 28 Township 5S Range 1W
Range View Commercial Park Subdivision
 Subdivision Name: _____ Tract No. 5T-8 Lot No. _____ Block No. _____
 Lot Size: 2.44 Acres Square Feet (circle) plot 4/295

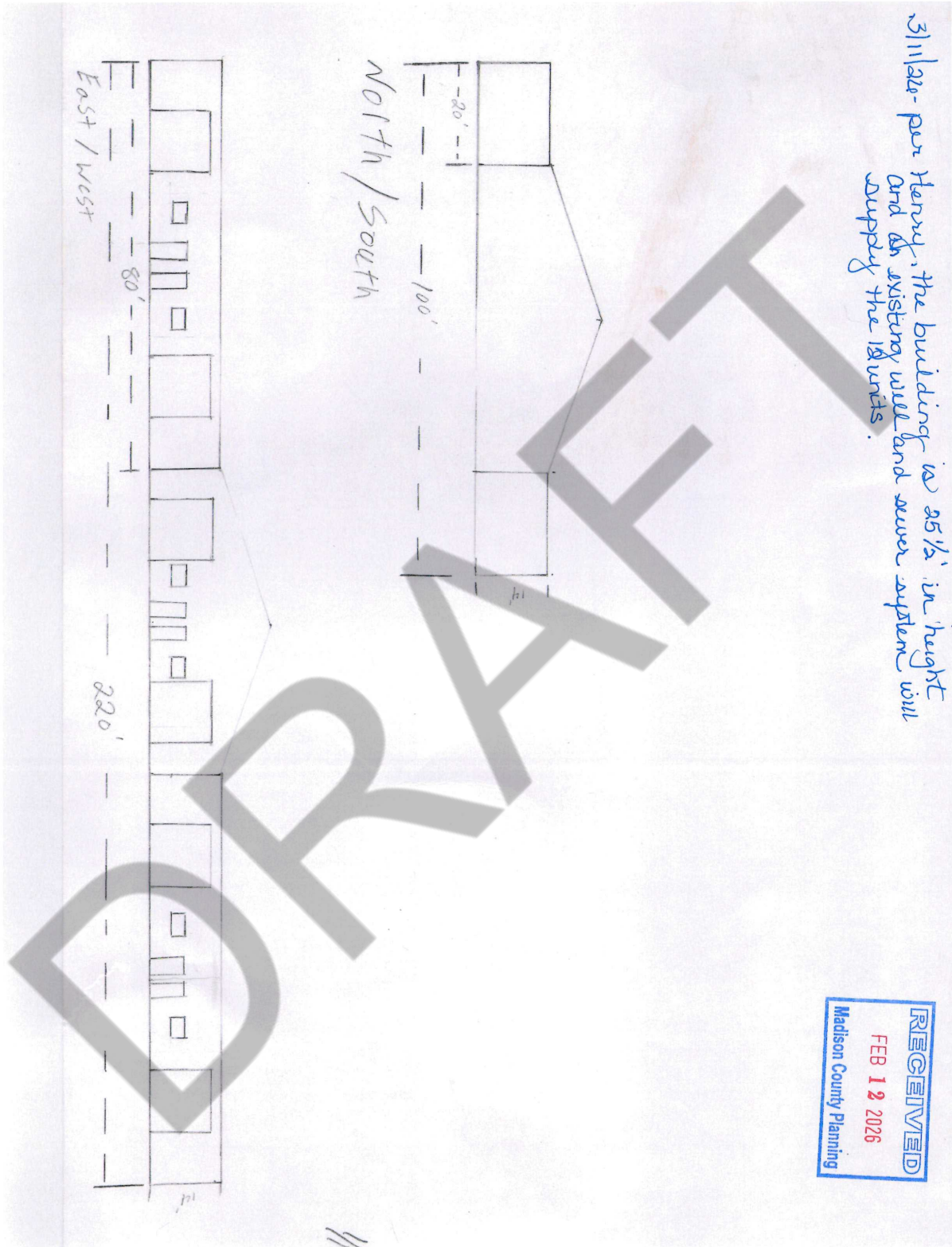
4. DESCRIPTION OF PROPOSED USE *[use separate sheets as necessary]:*

This Will Be a 12 Unit Shop Rental Space

RECEIVED
MAR 16 2026
Madison County Planning









MADISON COUNTY OFFICE OF EMERGENCY MANAGEMENT AND FIRE WARDEN
 5 Placer Loop, Virginia City, MT. 59755
 Subdivision/Commercial Review

Administrative:	
Subdivision Name: n/a	Date of Report: 2/18/26
Review For: Henry & Kimberly Nephew Montana West Construction Inc. *Review is for commercial lot in Ennis	

On 2/5/26, the Office of Emergency Management and Fire Warden received a request to conduct a review for the subdivision listed above. Below are the documented findings; this updated process reflects information compiled from the Madison County 2024 Community Wildfire Protection Plan adopted per Resolution 54-2024, the Madison County Subdivision Regulations adopted April 1, 2025, effective May 2, 2025, and the FEMA-approved Madison County Hazard Mitigation Plan, adopted per Resolution 29-2025. If there are any questions about the Subdivision Review process, findings, or overall assessment rating, please call us at 406-843-4253.

Location:					
Parcel ID: 25-0510-28-3-03-30-0000			Levy District: 25-2545-52F		
Address (if pre-existing): not yet assigned (use this assessment instead of the PCSR for address assignment when application is submitted)					
Location (if no address available): Prairie Way Rd., between 63, and 100 Prairie Way, Ennis					
A. Property Access - Ingress Egress/Width/Surface/Grade/Bridge/Overhead Obstructions/Gated/Signage					
Ingress/Egress:					
Rating Element 01	Negligible Hazard (0)	Low Hazard (2)	Moderate Hazard (4)	High Hazard (6)	Rating
Ingress/Egress	viable year-round ingress/egress maintained	viable ingress/egress usable but not maintained	viable ingress/egress use is possible, but not recommended could become compromised	no egress	0
	Notes: viable ingress/egress north and south on Prairie Way Rd., to US Hwy 287				
	Ingress lat/long: 45.3640, -111.7341			Egress lat/long: 45.3730, -111.7309	
	Both means of entering and exiting the property should remain clear and unobstructed. If the primary entrance or ingress becomes compromised, a secondary exit or egress should already be in place and accessible year-round in case the primary becomes unusable due to an emergency.				
Road Width:					
Rating Element 02	Negligible Hazard (0)	Low Hazard (2)	Moderate Hazard (4)	High Hazard (6)	Rating
Road Width	> 24 ft.	21 – 24 ft.	13 - 20 ft.	12 ft. or less	0
	Notes: Prairie Way Rd., 30'				
	Wide roads are necessary for fire engines to ensure safe navigation and maneuvering when accessing emergency scenes. Any widths under 12 feet will cause congestion, resulting in the fire district having to stage engines further away from structures or off the property entirely.				
Road Surface Construction:					
Rating Element 03	Negligible Hazard (0)	Low Hazard (2)	Moderate Hazard (4)	High Hazard (6)	Rating
Road Surface Construction	concrete, asphalt, paved	compacted rock	loose gravel	dirt/two track	2
	Notes: Prairie Way Rd., asphalt, driveway to structure compacted rock				
	Well-maintained, hard surfaces are crucial for emergency responders to navigate the property and its surroundings, facilitating safe and efficient access and responses (especially during harsh weather conditions).				

A. Property Access - Ingress Egress/Width/Surface/Grade/Bridge/Overhead Obstructions/Gated/Signage (continued)					
Primary Entrance % Grade:					
Rating Element 04	Negligible Hazard (0)	Low Hazard (2)	Moderate Hazard (4)	High Hazard (6)	Rating
Road Surface/Grade	hard surface, or non-surfaced, with grade < 5%	hard surfaced, with grade 5% - 24%; non-surfaced with grade 5% - 10%	non-surfaced with grade 11 % - 24%	any surface with grade exceeding 25%	0
	Grade: flat				
	Any grade exceeding 25% can make the area inaccessible to large structures and tanker apparatus, forcing the servicing fire district to stage further away from the structure or off the property entirely. Staging at a distance can increase response time and potentially limit access to any fire (wildland or structure fires).				
Access to Site, Driveways, and Turnaround Near Structures:					
Rating Element 05	Negligible Hazard (0)	Low Hazard (2)	Moderate Hazard (4)	High Hazard (6)	Rating
Driveway Turnaround near structures	driveway < 300 ft., with > 50 ft. turnaround radius near structures	driveway > 300 ft., with < 50 ft. turnaround radius near structures	driveway < 300 ft. with no turnaround	driveway > 300 ft. with no turnaround	0
	Notes: site plans show driveway/access looping entire structure				
	Adequate turnaround space for large responding vehicles is recommended at or near structures for roads or driveways that are 150 feet or longer.				
Bridge Access on Property:					
Rating Element 06	Negligible Hazard (0)	Low Hazard (2)	Moderate Hazard (4)	High Hazard (6)	Rating
Bridge Weight	no bridge accessing property	> 40 tons	20 – 39 tons	< 20 tons	0
	Bridge Maximum Weight Capacity: n/a				
	Emergency vehicles, particularly fire engines, can be extremely heavy. Exceeding a bridge's weight capacity could lead to structural failure, damage, and possibly collapse, endangering the lives of the responders and potentially the public.				
Bridge Width/Length (if present):					
Rating Element 07	Negligible Hazard (0)	Moderate Hazard (4)	High Hazard (6)	Rating	
Bridge Width/Length	18 ft. +	12 ft. – 18 ft.	< 12 ft.	0	
	Bridge Width: n/a		Bridge Length: n/a		
	Notes: n/a				
	Responder access and maneuverability are crucial for responding services. Emergency vehicles, such as fire engines and ambulances, are often wider than the average large vehicle. Narrow bridge restrictions may limit access to the property.				
Overhead Obstructions:					
Rating Element 08	Negligible Hazard (0)	Moderate Hazard (4)	High Hazard (6)	Rating	
Overhead Obstructions	no overhead obstructions or obstruction > 18 ft.	obstruction present 13 ft. – 17 ft.	obstruction present 12 ft. or less	0	
	Obstruction Height: n/a				
	Notes: n/a				
Any low-hanging objects, including but not limited to power lines, trees, and entrance signs, could limit access of larger fire engines to the property, possibly forcing responders to stage away from the property, or taking longer to find alternate access.					


A. Property Access - Ingress Egress/Width/Surface/Grade/Bridge/Overhead Obstructions/Gated/Signage (continued)					
Gated Property:					
Rating Element 09	Negligible Hazard (0)		Moderate Hazard (4)		Rating
Gated Property:	not a gated property/subdivision		gated property		0
	Notes: n/a				
	While gated communities are designed to increase security for residents, they can also present significant challenges and potential hazards for firefighters and other emergency responders.				
Signage to Property:					
Rating Element 10	Negligible Hazard (0)	Low Hazard (2)	Moderate Hazard (4)	High Hazard (6)	Rating
Street Signs/Development Signage	in-place 4" viewable and reflective (green street signs)	development sign to the property, no reflective 4" present	No signs in place, but mentioned in the application	No signs in place or mention of signage within the application	0
	Notes: visible reflective signs for both entrances to Prairie Way				
	Reflective street signs and property addresses are crucial for emergency responders, they facilitate timely and efficient access to locations during emergencies, potentially saving lives.				
B. Aspect/Fuels/WUI Development Risk Area/Defensible Space/Topography/Setback/Density					
Aspect:					
Rating Element 11	Negligible Hazard (0)	Low Hazard (2)	Moderate Hazard (4)	High Hazard (6)	Rating
Aspect	north	northwest, northeast	east	south, west, southeast, southwest	6
	Property Aspect (neighboring as well): primary aspect south/southwest				
	Aspect = The direction a slope is facing. The aspect of the slope determines the amount of sunlight it receives. The more exposure to the sun, the quicker fuels dry on the landscape.				
Fuels:					
Rating Element 12	Negligible Hazard (2)	Low Hazard (4)	Moderate Hazard (6)	High Hazard (8)	Rating
Fuels	natural grasses	light brush, small trees	dense brush, small – large trees	any brush or trees with high chemical content, timber litter, dense understory, slash blown, or any poor canopy separation	2
	Fuel Types (neighboring property vegetation types): natural grasses				
	Fuels are categorized into types based on their primary source and ability to carry fire: grass, shrub, timber, and slash. A landscape's fuel/vegetation types can be used to determine fire behavior.				
Wildland Urban Interface (WUI) Development Risk Area:					
Rating Element 13	Moderate Hazard (4)		High Hazard (6)		Rating
WUI Development Risk Area	purposed property outside of the designated risk area		purposed property within the designated risk area		4
	Notes: property at risk for wildland fire event, but not within the development risk area				
	WUI Development Risk Area = areas where development would be at risk of wildfire exposure. Per hazard assessments conducted within the Madison County Hazard Mitigation Plan, Wildfire is the highest risk, potentially affecting the entire county. Areas outside the designated Development Risk Area are still prone to wildland events.				

B. Aspect/Fuels/WUI Development Risk Area/Defensible Space/Topography/Setback/Density (continued)					
Wildland Urban Interface (WUI)					
Rating Element 14	Negligible Hazard (0)		Moderate Hazard (4)		Rating
WUI	purposed property not within designated WUI, placement of property would not meet the definition to expand the current map		proposed property is currently within the designated WUI, or if the property is built, would meet the definition to expand the current WUI mapping		4
	Notes: n/a				
WUI Mapping and further definitions, reference Map 3.2.1a of the Madison County Community Wildfire Protection Plan for further details	The Wildland Urban Interface is where human development meets or intermingles with wildland vegetation, such as forests, grasslands, or other natural areas. This zone is characterized by the proximity of homes, structures, and communities to potentially wildfire-prone landscapes.				
	Wildfire Likelihood = Madison County has a greater wildfire likelihood than 72% of other counties within the US. Likelihood is the probability of wildfire burning in any given year.				
	Following guidance established by the Healthy Forest Restoration Act, WUI mapping was created using the following: <ul style="list-style-type: none"> WUI Intermix = using existing structure density, creating a buffer of 250 ft. with manual correction within subdivision boundaries WUI Defense = a ¼ mile buffer off of WUI Intermix, and a 500 ft. buffer off major roadways to assist with safe evacuations WUI Threat = is a 1 ¼ mile buffer from the WUI Defense 				
Defensible Space:					
Rating Element 15	Negligible Hazard (0)	Low Hazard (2)	Moderate Hazard (4)	High Hazard (6)	Rating
Defensible Space	more than 100 ft. of vegetation treatment from structures	71 – 100 ft. of vegetation treatment from structures	30 – 70 ft. of vegetation treatment from structures	< 30 ft. of vegetation treatment from structures	0
	Notes: with purposed driveway around structure, vegetation separation/defensible space not an issue				
	Defensible Space = area around structures where vegetation and other combustible materials are managed to reduce risk and provide a safe space for firefighters.				
Topography, Physical Position, Slope:					
Rating Element 16	Negligible Hazard (0)	Low Hazard (2)	Moderate Hazard (4)	High Hazard (6)	Rating
Position/Slope	valley bottom/lower slope	mid-slope	upper-slope	ridgetop/chimney	0
	Property/Structure Position/Slope: valley bottom				
	Fire travels uphill faster than downhill. The land's slope affects the fire's rate and direction; the steeper the slope, the quicker the fire will move. Slope can be one of the most significant influences on fire behavior.				
Setback:					
Rating Element 17	Negligible Hazard (0)	Low Hazard (2)	Moderate Hazard (4)	High Hazard (6)	Rating
Setback from Slope	no slopes	61 – 100 ft. setback	30 – 60 ft. setback	< 30 ft.	0
	Notes: no slope				
	A basic setback of 30 ft. is generally recommended to provide a buffer zone for firefighters and to reduce the risk of embers reaching the structure. On steeper slopes, a setback of at least 100 ft. is recommended downslope from the structure to account for the faster fire spread upslope.				

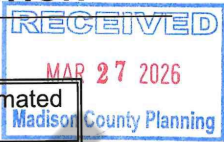
Madison County Office of Emergency Management/Fire Warden Subdivision Review May 2025 version.

B. Aspect/Fuels/WUI Development Risk Area/Defensible Space/Topography/Setback/Density (continued)					
Structure Separation/Density:					
Rating Element 18	Negligible Hazard (0)	Low Hazard (2)	Moderate Hazard (4)	High Hazard (6)	Rating
Structure Density Separation of Adjacent Structures	> 300 ft.	100 ft. – 300 ft.	30 – 100 ft.	< 30 ft.	4
	Notes: moderate separation of commercial structure density near existing parcels				
	Having a greater separation between homes dramatically reduces the risk of structure-to-structure ignition.				
C. Construction Methods					
Roofing Assembly:					
Rating Element 19	Negligible Hazard (0)	Moderate Hazard (4)	High Hazard (6)	Rating	
Roofing Assembly Materials	class A: metal, concrete/clay tiles, slate, asphalt composition	class B: fire-retardant treated wood shakes and shingles	class C: untreated wood shakes, plywood	0	
	Notes: metal				
	Roofing assemblies are a crucial first line of defense in wildland events because they protect homes from ignition and heat transfers from airborne embers or direct flames.				
Building Construction Methods:					
Rating Element 20	Negligible Hazard (0)	Moderate Hazard (4)	High Hazard (6)	Rating	
Siding, Eaves, Decking Construction Materials	siding and eaves - concrete, brick, stone, steel, stucco, fiber cement, fire-rated glass, gypsum, fire-treated wood decking – IPE hardwood, composite, PVC	non-fire rated siding and eaves – lap siding, clapboard, (traditional construction materials)	vinyl siding, non-treated wood-based siding, any open vents or vents not covered with 1/8” metal mesh, wooden decks against structures	0	
	Notes: metal				
	*Fire-treated wood needs to be regularly maintained (reapplied) using the manufacturer’s instructions. Using wildfire-resistant construction materials is crucial for protecting homes and communities from the devastating impacts of wildfires. These materials can significantly increase a structure’s resistance to ignition and flame spread.				
D. Fire/Law Enforcement/Ambulance/Fire Protection/Utilities					
Servicing Fire District:					
Rating Element 21	Negligible Hazard (0)		High Hazard (6)		Rating
Servicing Fire District	property within servicing fire district		property not within servicing fire district		0
	Servicing Fire District: Madison Valley Rural VFD		Miles from Nearest Station: 0.1		
	Notes: n/a				
	A fire response will occur if the property is not within a servicing fire district. If the nearest fire district is unavailable, the nearest mutual aid district will be called for the incident. Responding times will be more significant due to the distance from the closest available rural volunteer station. Fees may apply since non-fire district properties do not pay the mil levy for structure or parcel protection.				

D. Fire/Law Enforcement/Ambulance/Fire Protection/Utilities (continued)						
Fire District Estimated Response Times:						
Rating Element 22	Negligible Hazard (0)	Low Hazard (2)	Moderate Hazard (4)	High Hazard (6)	Rating	
Servicing Fire District Estimated Response Times	5 – 14 minutes	15 – 20 minutes	21 – 30 minutes	45 > minutes	0	
	Notes: use the information in this rating element to assist with filling out the form in Appendix 15, "Emergency Services Information" of the Madison County Subdivision Regulation.					
	Estimated response times: < 5 minutes Six of the eight fire districts within Madison County are strictly volunteer organizations (Big Sky Fire and Yellowstone Fire are the only paid organizations). The estimated response times do not account for the time required for volunteers to travel to the nearest station, change into Personal Protective Equipment (PPE), and then respond to the call. Response times refer to the travel times from the closest available station to the property. Times are also calculated in favorable weather conditions.					
Law Enforcement:						
Law Enforcement	Miles from Nearest Station: 15.9					
	Notes: use the information in this rating element to assist with filling out the form in Appendix 15, "Emergency Services Information" of the Madison County Subdivision Regulation.					
	n/a					
Madison County has a land mass larger than the states of Delaware and Rhode Island (3,600 square miles). The distance from the nearest Law Enforcement Station can be calculated; however, it is impossible to estimate response times due to the uncertain location of law enforcement personnel at any given time throughout Madison County.						
Servicing Ambulance District:						
Servicing Ambulance District	Servicing Ambulance District: Madison Valley EMS		Miles from Nearest Station: 1.1			
	Notes: use the information in this rating element to assist with filling out the form in Appendix 15, "Emergency Services Information" of the Madison County Subdivision Regulation.					
	n/a					
Ambulance District Estimated Response Times:						
Servicing Ambulance District Estimated Response Times	Rating Element 23	Negligible Hazard (0)	Low Hazard (2)	Moderate Hazard (4)	High Hazard (6)	Rating
		5 – 14 minutes	15 – 25 minutes	26 – 44 minutes	45 > minutes	0
	Notes: use the information in this rating element to assist with filling out the form in Appendix 15, "Emergency Services Information" of the Madison County Subdivision Regulation.					
	Response Times: < 5 minutes					
Response times refer to the travel times from the closest available station to the property. Times are also calculated in favorable weather conditions.						
Fire Protection Water Source Availability, Pressurized/Non-Pressurized Water Source:						
Pressurized Water Source	Rating Element 23	Negligible Hazard (0)	Low Hazard (2)	Moderate Hazard (4)	High Hazard (6)	Rating
		500 gpm hydrant < 1000' apart	300 gpm hydrant < 1000' apart	500 gpm / 300 gpm hydrant > 1000' apart	property not within existing pressurized hydrant location	2
	Notes:					
	.5 miles from parcel, intersection of Mountain View Rd., and Otis Ave.					
Not having a pressurized water source can delay responses, result in insufficient water flow and pressures, and lead to rapid depletion of water carried on apparatus, making larger fires and wildland fires more difficult to manage.						
Non-Pressurized Water Source	Rating Element 24	Low Hazard (2)	Moderate Hazard (4)	High Hazard (6)	Rating	
		< 1 mile from property	> 1 mile from property	water unavailable	0	
	Distance: n/a					
	Location: n/a					
Reference section VI-Q Fire Protection Water Supplies in the Madison County Subdivision Regulations for further water source information.						

D. Fire/Law Enforcement/Ambulance/Fire Protection/Utilities (continued)					
Fire Protection Utilities:					
Rating Element 25	Negligible Hazard (0)	Low Hazard (2)	Moderate Hazard (4)	High Hazard (6)	Rating
Utilities	Gas/Electric Buried	One Utility Buried, one Above Ground	Both Utilities Above Ground		0
	Notes: gas/ electric buried, above ground power lines directly east on neighboring parcel				
	<i>Burying utilities in wildfire-prone areas significantly enhances safety and community resilience by reducing the risk of wildfire ignition.</i>				
E. Additional Rating Factors					
Potential On-Site Hazards					
Rating Element 26	Negligible Hazard (0)	Low Hazard (2)	Moderate Hazard (4)	High Hazard (6)	Rating
Potential On-Site Hazards	0	-	-	-	0
	Notes: none noted				
	<i>Potential on-site hazards include items, debris, or structures that could pose a risk to responding agencies or residents. These items include, but are not limited to, solar/electrical storage systems (bulk battery storage systems), excess structure heights where the servicing fire district is unable to safely accommodate, bulk tire storage, bulk hazardous materials storage, and bulk wood or debris storage.</i>				
Other Considerations (draft locations, fire history, weather considerations, miscellaneous information):					
Rating Element 27	Negligible Hazard (0)	Low Hazard (2)	Moderate Hazard (4)	High Hazard (6)	Rating
Other Considerations	-	-	-	6	6
	Nearest Draft Location: see Rating Element 24				
	Weather Considerations: area prone to high winds				
	Area Fire History: Cloudrest/Bivens 2025, McAllister 2025, Revenue 2024				
Misc:					
F. Overall Property/Subdivision Rating					
Overall Rating	Assessment Matrix	Low Hazard 00 - 54	Moderate Hazard 55 - 110	High Hazard 111 - 164	Overall Rating
	Score	30	-	-	30
Property is Scored: low hazard					
Other Comments	Notes:				
Emergency Manager, Fire Warden: 				Date Signed: 2/18/26	

APPENDIX 15: EMERGENCY SERVICES INFORMATION



At the time of final plat filing, emergency service providers and their estimated response times under good weather conditions are:

AGENCY	RESPONSE TIME
Fire	
Ambulance	
Law Enforcement	UNKW No Time can be given

NOTE: In bad weather, access may be difficult or nonexistent.

In accordance with Madison County Ordinance 1-93, the road providing primary access to this subdivision is closed to vehicle traffic other than snowmobiles from December 1st of each year to April 15th of the following calendar year.

Applicable Not Applicable

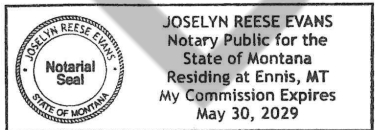
IN WITNESS WHEREOF, the landowner/developer has caused this instrument to be made and executed this 23 day of March, 20 26.

Montana West Construction Inc
Landowner/Developer Name

[Signature]
Landowner/Developer Signature

STATE OF MONTANA
County of Madison

On this 23 day of March, 20 26, before me personally appeared Kimberly Nephew known to me to be the persons whose names are subscribed to within this instrument and who acknowledge to me that they executed the same.



Josephine Evans
Notary Public for State of Montana
Residing at Ennis MT
My Commission Expires May 30th 2029

Contractor's Application for Payment

Owner: <u>Madison County</u>	Owner's Project No.: _____
Engineer: <u>Great West Engineering</u>	Engineer's Project No.: <u>1-21175-T028</u>
Contractor: <u>Williams Civil Construction</u>	Contractor's Project No.: <u>2545</u>
Project: <u>Madison County - Madison Street - TRMCC ADA Improvements</u>	
Contract: _____	
Application No.: <u>05</u>	Application Date: <u>3/30/2026</u>
Application Period: From <u>2/28/2026</u> to <u>3/30/2026</u>	

1. Original Contract Price	\$ 739,485.00
2. Net change by Change Orders	\$ 94,942.64
3. Current Contract Price (Line 1 + Line 2)	\$ 834,427.64
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 631,739.60
5. Retainage	
a. <u>5%</u> X \$ <u>631,739.60</u> Work Completed	\$ 31,586.98
b. <u>5%</u> X \$ <u>-</u> Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 31,586.98
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 600,152.62
7. Less previous payments (Line 6 from prior application)	\$ 470,268.15
8. Gross Amount due this application	\$ 129,884.48
9. 1% MT Gross Receipts Tax (1% x Line 8)	\$ 1,298.84
10. Unscheduled Employment of the Engineer	\$ -
11. Current Payment Due (less MT GRT)	\$ 128,585.63
12. Balance to finish, including retainage (Line 3 - Line 4)	\$ 202,688.04

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: WILLIAMS CIVIL CONSTRUCTION - DEREK DEJONB

Signature:  **Date:** 3/30/26

Recommended by Engineer	Approved by Owner
By: _____	By: _____
Title: <u>Project Manager</u>	Title: _____
Date: <u>3-31-2026</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	Madison County	Owner's Project No.:	
Engineer:	Great West Engineering	Engineer's Project No.:	1-21175-TO28
Contractor:	Williams Civil Construction	Contractor's Project No.:	2545
Project:	Madison County - Madison Street - TRMCC ADA Improvements		
Contract:			

Application No.: 05 Application Period: From 02/28/26 to 03/30/26 Application Date: 03/30/26

A Bid Item No.	B Description	C Item Quantity	D Units	E Contract Information		G Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
				F Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)				
Original Contract											
101	Mobilization	1.00	LS	13,430.00	13,430.00	1.00	13,430.00		13,430.00	100%	-
102	Construction Staking	1.00	LS	8,000.00	8,000.00	1.00	8,000.00		8,000.00	100%	-
103	Site Demolition	1.00	LS	10,000.00	10,000.00	1.00	10,000.00		10,000.00	100%	-
104	Unclassified Excavation & Embankment	1.00	LS	5,755.00	5,755.00	1.00	5,755.00		5,755.00	100%	-
105	Reinforced Concrete ADA Ramps	75.00	SY	300.00	22,500.00	75.00	22,500.00		22,500.00	100%	-
106	Pedestrian Rail	260.00	LF	220.00	57,200.00	260.00	57,200.00		57,200.00	100%	-
107	New Door w/ ADA Hardware	3.00	EA	5,800.00	17,400.00	3.00	17,400.00		17,400.00	100%	-
108	New Electrical Access Control for New Door	3.00	EA	700.00	2,100.00	3.00	2,100.00		2,100.00	100%	-
201	Mobilization	1.00	LS	48,100.00	48,100.00	0.75	36,075.00		36,075.00	75%	12,025.00
202	Construction Staking	1.00	LS	14,519.00	14,519.00	1.00	14,519.00		14,519.00	100%	-
203	Site Demolition	1.00	LS	15,771.00	15,771.00	1.00	15,771.00		15,771.00	100%	-
204	Unclassified Excavation & Embankment	1.00	LS	36,300.00	36,300.00	1.00	36,300.00		36,300.00	100%	-
205	12" SDR 35 PVC Storm Sewer	157.00	LF	65.00	10,205.00	157.00	10,205.00		10,205.00	100%	-
206	15" SDR 35 PVC Storm Sewer	86.00	LF	115.00	9,890.00	86.00	9,890.00		9,890.00	100%	-
207	48" Manhole	2.00	EA	7,000.00	14,000.00	2.00	14,000.00		14,000.00	100%	-
208	Type II Curb Inlet w/ Concrete Apron	4.00	EA	6,000.00	24,000.00	4.00	24,000.00		24,000.00	100%	-
209	Stormtech SC-800 Infiltration Chambers	1.00	LS	33,000.00	33,000.00	1.00	33,000.00		33,000.00	100%	-
210	Water Main Crossing	2.00	EA	6,100.00	12,200.00	2.00	12,200.00		12,200.00	100%	-
211	Concrete Curb & Gutter	645.00	LF	55.00	35,475.00	645.00	35,475.00		35,475.00	100%	-
212	4" Concrete Surfacing	344.00	SY	115.00	39,560.00	-	-		-	0%	39,560.00
213	6" Concrete Surfacing	31.00	SY	125.00	3,875.00	-	-		-	0%	3,875.00
214	Asphalt Pavement	2,837.00	SY	65.00	184,405.00	1,419.00	92,235.00		92,235.00	50%	92,170.00
301	Mobilization	1.00	LS	2,100.00	2,100.00	-	-		-	0%	2,100.00
302	Signing/Striping	1.00	LS	19,800.00	19,800.00	-	-		-	0%	19,800.00
401	Mobilization	1.00	LS	2,800.00	2,800.00	1.00	2,800.00		2,800.00	100%	-
402	New Light Poles/Electrical Service	3.00	EA	25,200.00	75,600.00	3.00	75,600.00		75,600.00	100%	-
501	Mobilization	1.00	LS	2,150.00	2,150.00	-	-		-	0%	2,150.00
502	Unclassified Excavation & Embankment	1.00	LS	6,590.00	6,590.00	-	-		-	0%	6,590.00
503	4" Concrete Surfacing	40.00	SY	190.00	7,600.00	-	-		-	0%	7,600.00
504	Pedestrian Rail	24.00	LF	215.00	5,160.00	-	-		-	0%	5,160.00
				Original Contract Totals	\$ 739,485.00		\$ 548,455.00	\$ -	\$ 548,455.00	74%	\$ 191,030.00

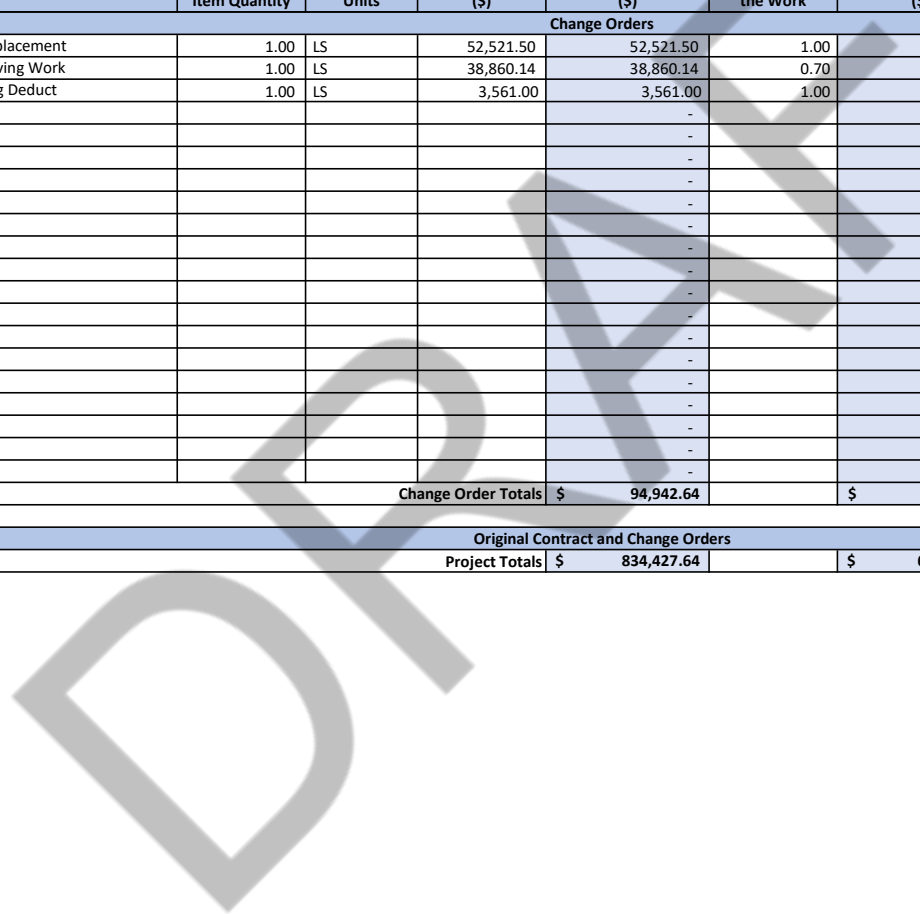
Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	Madison County	Owner's Project No.:	
Engineer:	Great West Engineering	Engineer's Project No.:	1-21175-TO28
Contractor:	Williams Civil Construction	Contractor's Project No.:	2545
Project:	Madison County - Madison Street - TRMCC ADA Improvements		
Contract:			

Application No.: 05 Application Period: From 02/28/26 to 03/30/26 Application Date: 03/30/26

A Bid Item No.	B Description	C Contract Information				G Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)					
		C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)									
Change Orders																
CO 01	ADA Hardware Changes & Culvert Replacement	1.00	LS	52,521.50	52,521.50	1.00	52,521.50		52,521.50	100%	-					
CO 02	Storm Drain Changes & Additional Paving Work	1.00	LS	38,860.14	38,860.14	0.70	27,202.10		27,202.10	70%	11,658.04					
CO 03	Light Pole Tie-In, Door Mod's & Paving Deduct	1.00	LS	3,561.00	3,561.00	1.00	3,561.00		3,561.00	100%	-					
Change Order Totals					\$	94,942.64		\$	83,284.60	\$	-	\$	83,284.60	88%	\$	11,658.04
Original Contract and Change Orders																
Project Totals					\$	834,427.64		\$	631,739.60	\$	-	\$	631,739.60	76%	\$	202,688.04



Change Order

No. 3

Date of Issuance: March 31, 2026 Effective Date: April 7, 2026

Project: Madison Street – TRMCC ADA Improvements	Owner: Madison County	Owner's Contract no.: N/A
Contract: Madison Street – TRMCC ADA Improvements	Date of Contract: October 21, 2025	
Contractor: Williams Civil Construction, Inc.	Engineer's Project No.: 1-21175 TO#28	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:
This change order covers connecting the new light poles to the existing 100-amp junction box per Northwestern Energy requirements (refer to PCO 06). This also covers ordering and installing lock cylinders and a mag lock device on the doors per the request of David Reintsma (refer to PCO 09 – Door Modifications). The last item on this Change order covers the reduction in cost in Asphalt by allowing the 58-28 binder in lieu of 64-22 (refer to PCO 011).

Attachments: (List documents supporting change)
PCO 06, PCO 09, & PCO 011

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>739,485.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days): <u>95</u> Ready for final payment (days): <u>30</u>
Increase from previously approved Change Orders No. 1 to No. 2: \$ <u>91,381.64</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial completion (days or date): <u>N/A</u> Ready for final payment (days or date): <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>830866.64</u>	Contract Times prior to this Change Order: Substantial completion (days): <u>95</u> Ready for final payment (days): <u>30</u>
Increase of this Change Order: \$ <u>3,561.00</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days): <u>N/A</u> Ready for final payment (days): <u>N/A</u>
Contract Price incorporating this Change Order: \$ <u>834427.64</u>	Contract Times with all approved Change Orders: Substantial completion (days): <u>95</u> Ready for final payment (days): <u>30</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: <u>3-31-2026</u>	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____



MADISON STREET - TRMCC ADA IMPROVEMENTS PROJECT

PCO 06 Proposal – Light Pole Tie-In

Owner: Madison County

Engineer: Great West Engineering

Date: 01/02/2026

Job Number: 2545

Prepared by: Derek DeJong, Project Manager

SCHEDULE OF VALUES

Item No.	Description	Quantity	Unit	Price
1005	Light Pole Tie-In	1	LS	\$1,000.00
			TOTAL:	\$1,000.00

CLARIFICATIONS / EXCLUSIONS

- Item 1005 includes an additional cost to Bid Item 402 for connecting the new light poles to the existing 100-amp junction box shown on page 2, as required per RFI 012.
- The existing junction box is sufficient for use, provided it is not used to support any additional items beyond the existing vehicle plug-in. Williams discussed this location with Dave Reinstma of TRMCC, who agreed that this location would be suitable.

BOZEMAN

370 Companion Way
Belgrade, MT 59714
406.587.0969

BILLINGS

4003 1st Ave S
Billings, MT 59101
406.534.8075

BIG SKY

47520 Gallatin Rd, Unit 2D
Big Sky, MT 59716
406.587.0969

MISSOULA

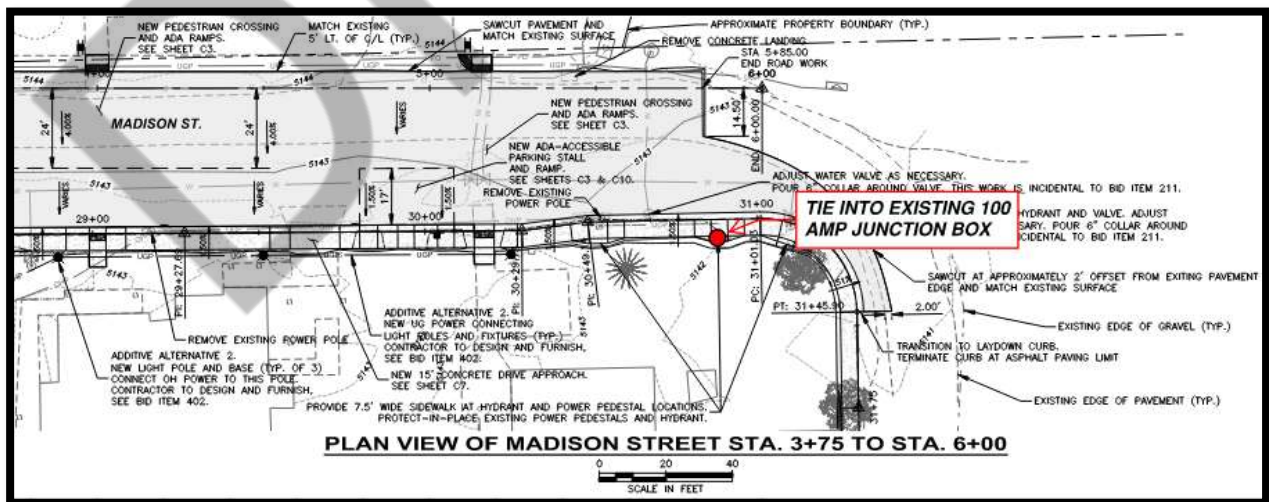
3959 Whipporwill Dr.
Missoula, MT 59808
406.587.0969



Existing Junction Box



Existing Junction Box Location



BOZEMAN
370 Companion Way
Belgrade, MT 59714
406.587.0969

BILLINGS
4003 1st Ave S
Billings, MT 59101
406.534.8075

BIG SKY
47520 Gallatin Rd, Unit 2D
Big Sky, MT 59716
406.587.0969

MISSOULA
3959 Whipperwill Dr.
Missoula, MT 59808
406.587.0969



MADISON STREET - TRMCC ADA IMPROVEMENTS PROJECT

PCO 09 Proposal – Door Modifications

Owner: Madison County

Engineer: Great West Engineering

Date: 03/24/2026

Job Number: 2545

Prepared by: Derek DeJong, Project Manager

SCHEDULE OF VALUES

Item No.	Description	Quantity	Unit	Price
1006	Door Cylinders	1	LS	\$ 845.00
1007	Door #1 Mag Lock	1	EA	\$ 2,436.00
1008	Door Thresholds	2	EA	\$ 928.00
1009	Interior Frame Breakmetal	1	LS	\$ 2,552.00
			TOTAL:	\$ 6,761.00

CLARIFICATIONS / EXCLUSIONS

- Item 1006: Door cylinders not included in original pricing. Specifications state they are to be supplied by others. Williams ended up purchasing the cylinders per email correspondence with Great West and TRMCC. Price includes required cylinders for all three doors.
- Item 1007: A mag lock device was requested for the new door installed as part of the entry #1, which upgraded this entry from a single-door system to a double-door. This item includes supply and install of one mag lock device on the new door.
- Items 1008 & 1009: After installation of the new doors, there is a gap between the original extents of the existing storefronts and the edge of the new storefronts. This includes two of the thresholds as well. (See pictures below). The storefronts were installed to match the existing exterior face in accordance with the details on drawing A1.01. The storefronts provided were in accordance with the 451 series that are called out in the specifications. These storefronts are 4.5" thick, which is a standard thickness. The existing doors were slightly thicker than this, which is the reasoning for these gaps. The pricing in these items includes installing trim and replacing the thresholds to cover these gaps and provide a clean finish. The trim will match the color of the new storefronts.

BOZEMAN
370 Companion Way
Belgrade, MT 59714
406.587.0969

BILLINGS
4003 1st Ave S
Billings, MT 59101
406.534.8075

BIG SKY
47520 Gallatin Rd, Unit 2D
Big Sky, MT 59716
406.587.0969

MISSOULA
3959 Whipporwill Dr.
Missoula, MT 59808
406.587.0969



Storefront Gaps

DRAFT

BOZEMAN

370 Companion Way
Belgrade, MT 59714
406.587.0969

BILLINGS

4003 1st Ave S
Billings, MT 59101
406.534.8075

BIG SKY

47520 Gallatin Rd, Unit 2D
Big Sky, MT 59716
406.587.0969

MISSOULA

3959 Whipporwill Dr.
Missoula, MT 59808
406.587.0969

**MADISON STREET - TRMCC ADA IMPROVEMENTS PROJECT****PCO 11 Proposal – Asphalt Binder Deduct****Owner: Madison County****Engineer: Great West Engineering****Date: 3/26/2026****Job Number: 2545****Prepared by: Derek DeJong, Project Manager****SCHEDULE OF VALUES**

Item No.	Description	Quantity	Unit	Price
1010	Asphalt Binder 58-28 Deduct	1	LS	(\$4,200.00)
			TOTAL:	(\$4,200.00)

CLARIFICATIONS / EXCLUSIONS

- Project specifications require PG 64-22 asphalt binder. Per submittal 02510-01 response, PG 58-28 asphalt binder is acceptable if deduct for lower grade oil is given.

BOZEMAN370 Companion Way
Belgrade, MT 59714
406.587.0969**BILLINGS**4003 1st Ave S
Billings, MT 59101
406.534.8075**BIG SKY**47520 Gallatin Rd, Unit 2D
Big Sky, MT 59716
406.587.0969**MISSOULA**3959 Whipporwill Dr.
Missoula, MT 59808
406.587.0969

Invitation for Bids: Gravel Crushing Services

NOTICE IS HEREBY GIVEN that in accordance with Title VII, Chapter 5, Part 23, MCA 2023, and all acts supplementary and amendatory thereto, the Board of County Commissioners of Madison County, Montana, will receive written sealed bids until April 27, 2026, at 9:30 a.m. This project is for gravel crushing services for the 2026 season. Bids may be submitted for a particular geographic area of the county, eg, a road district, and not for the total amount. The successful bidder will furnish all labor and equipment necessary to crush and stockpile gravel at designated county gravel pits.

Scope of Work Includes:

- Crushing an estimated 50,000 cubic yards of gravel (quantity subject to change based on county needs)
- Producing $\frac{3}{4}$ " minus crushed gravel
- Stockpiling at county-designated sites
- Compliance with MSHA standards
- Contractor must provide proof of appropriate insurance and Workers' Compensation coverage

Specifications and bid packets may be obtained from the Madison County Commissioners' Office, located at 111 E Wallace St, Virginia City, MT 59755, or by calling (406) 898-5507.

Sealed bids must be clearly marked "GRAVEL CRUSHING BID" and will be accepted at the Madison County Commissioners' Office, PO Box 278, 111 E. Wallace, Virginia City, Montana, 59755, until 9:30 a.m. on Monday, April 27, 2026. Bids will be opened and read publicly during the Board of Commissioners Discussion meeting. The award will be made on Tuesday, April 28, 2026, during the Board of Commissioners Regular meeting.

Preferences for resident bidders will be given in accordance with Montana Code Annotated §18-1-102. Madison County reserves the right to reject any or all bids. Madison County reserves the right to reject any or all bids.

Dated this 7th day of April, 2026. Authorized and issued by the Madison County Board of Commissioners.

Please Publish: 4/16/2026 and 4/23/2026

BID PACKET

GRAVEL CRUSHING SERVICES

**Madison County, Montana
2025 Season**

I. GENERAL INFORMATION

- **Project Title:** Gravel Crushing and Stockpiling – 2026 Season
- **Contact Information:**
Madison County Commissioners
(406) 898-5507
madco@madisoncountymt.gov
PO Box 278, Virginia City, MT 59755
- **Bid Due Date and Time:**
Sealed bids must be received by 9:30 am on April 27, 2026, at 111 E Wallace St, Virginia City, MT 59755, or PO Box 278, Virginia City, MT 59755.
Bids will be opened and read publicly at 10:00 am on April 27, 2026, during the Commissioners' Work Session.

I. PROJECT SCOPE

The selected contractor shall furnish all labor and equipment necessary to crush and stockpile gravel at designated locations within Madison County.

- **Estimated Volume:** 50,000 cubic yards of gravel (quantity subject to change based on county needs) Bids may be submitted for a particular geographic area of the county, eg, a road district, and not for the total amount.
- **Product:** ¾" minus crushed gravel **Locations: County owned or leased gravel pits.**
- **Stockpile Method:** Contractor must create a conical stockpile using a stacker or approved method.
- Compliance with MSHA standards
- Contractor must provide proof appropriate insurance and Workers' Compensation coverage

Specifications:

1. Product:

- 3/4" minus crushed gravel

2. Equipment:

- Crusher must be capable of producing minimum of 1000 cubic yards per day
- Stockpiling equipment must allow for even distribution without segregation

3. Work Locations:

- Work to be coordinated with the County Road Department

III. BID SUBMISSION REQUIREMENTS

Each bid must include:

1. Completed Bid Form (attached)
2. Proof of liability insurance (minimum \$1,000,000 per occurrence)
3. Proof of Workers' Compensation coverage or exemption
4. Statement of equipment and crushing capacity

IV: AWARD CRITERIA

Award will be based on:

- Cost per cubic yard
- Equipment capacity
- Contractor's experience

Preferences for resident bidders will be given in accordance to Montana Code Annotated §18-1-102. Madison County reserves the right to reject any or all bids. Madison County reserves the right to reject any or all bids.

V. BID FORM**Company Name:** _____**Mailing Address:** _____**Phone:** _____ **Email:** _____

Product Type	Estimated Quantity (CY)	Unit Price (\$/CY)	Total Price
¾ " Crushed Gravel			

Total Bid Amount:

\$ _____

Authorized Signature: _____**Printed Name:** _____**Date:** _____**VI: CLOSING**

Dated this _____ day of _____, 2026. Authorized by the Madison County Board of Commissioners.