

Lewis and Clark County, Montana
Request for Qualifications from
Engineers for Public Works Road Projects

Notice is hereby given that the Board of County Commissioners of Lewis and Clark County, Montana are soliciting statements of qualifications (SOQ) from interested parties to create a roster of firms that provide engineering and/or grant administration services for Public Works Department's road projects within the Lewis and Clark County jurisdictional area. The County will utilize the selected firms to serve as on-call engineers over a five-year period for related activities associated with roads beginning July 1, 2025. Desired services may include the following: planning, preliminary engineering, final design, surveying, construction administration, construction oversight, grant writing and/or grant administration, traffic engineering, and geotechnical engineering.

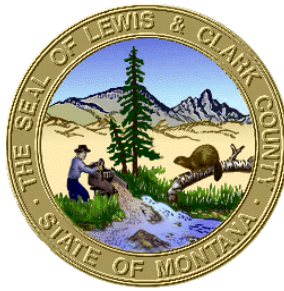
The complete solicitation is available online at <https://www.lccountymt.gov/Government/Grants-and-Purchasing/Bids-and-Proposals-Current>. Questions related to this solicitation must be directed only to the designated point of contact for this solicitation: Audra Zacherl, Assistant Public Works Director, azacherl@lccountymt.gov. A cone of silence is established for this solicitation which prohibits any respondent, or entity with financial interest in the contract award, from communicating regarding the solicitation with any Lewis and Clark County elected official, employee, or agent other than the designated point of contact.

The deadline for SOQs to be delivered to the Lewis and Clark County Public Works Office, located at 3402 Cooney Drive, Helena, MT 59602, is on or before 4:00 PM local time February 25, 2025. The sealed envelope containing the SOQ must be labeled, "Road On-Call RFQ, SOQ Enclosed." Late SOQs are not accepted.

The County reserves the right to reject any or all SOQs received, to waive informalities, to postpone the award of the contract for a period not to exceed 60 days, and to accept the SOQ that is in the best interest of the County. Respondents shall be bound to the terms and conditions listed in the solicitation.

This solicitation is being offered in accordance with federal and state statutes and county regulations governing procurement. SOQs become the property of Lewis and Clark County. The County is not responsible for costs associated with preparing a SOQ.

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LEWIS AND CLARK COUNTY

Public Works Department

REQUEST FOR QUALIFICATIONS FROM ENGINEERS FOR PUBLIC WORKS ROAD PROJECTS

Lewis and Clark County is soliciting Statements of Qualifications (SOQ) to create a roster of firms to provide engineering and/or grant administration services for Public Works Department road projects within the Lewis and Clark County jurisdictional area. The County will utilize the selected firms to serve as on-call engineers over a five-year period for related activities associated with roads beginning July 1, 2025. Desired services may include the following: planning, preliminary engineering, final design, surveying, construction administration, construction oversight, grant writing and/or grant administration, traffic engineering, and geotechnical engineering. The agreement and payment terms will be negotiated with the selected respondents.

The County will review SOQs according to the criteria contained in this request. Qualified firms will be ranked in order by a selection committee within three categories: general services, traffic engineering services, and geotechnical engineering services. Firms may choose to be considered in one or all three categories. If deemed necessary by the selection committee, up to five firms may be scheduled for interviews in each of the three categories: Up to five on-call contracts for general services, up to three on-call contracts for traffic engineering services, and up to three on-call contracts for geotechnical engineering services will be awarded to the most qualified respondents whose SOQs are deemed most advantageous to the County. Unsuccessful respondents will be notified as soon as possible. SOQs that are deemed incomplete by the selection committee will not be considered. Once rostered, firms will be eligible to execute task orders for specific road projects. Placement on the roster does not guarantee work for any one firm.

Lewis and Clark County reserves the right to reject any SOQs deemed unqualified, unsatisfactory, or incomplete. SOQs become the property of Lewis and Clark County. The County is not responsible for paying costs associated with preparing an SOQ.

1. SUBMITTAL CONTENT AND EVALUATION

Respondents shall submit five copies of their SOQ to the Lewis and Clark County Public Works Department. Respondents shall clearly state on the cover of their SOQ for which category or categories they are submitting qualifications (General, Traffic, and/or Geotechnical). SOQs shall be limited to seven single-sided pages with 12-point font plus two additional pages per category for which qualifications are being submitted. Thirteen total pages are possible if submitting for all three categories. Two-sided printing will be counted as two single-sided pages. Corporate brochures and resumes will be excluded from the SOQ page limit and shall be included as separate appendices. Resumes will be subject to the limits stated below in section 1.B. The firms' legal name, address, telephone number, and federal tax ID number shall be included within the cover letter. Cover letters are required and are counted in the seven page limit.

The factors listed below shall be considered in the evaluation of the SOQ. The SOQ shall give clear, concise information in sufficient detail to allow evaluation based on these factors. Although some of the factors listed below will be weighted more heavily than others, all factors are considered necessary to evaluate technical acceptability and competence for each category. The SOQ shall include the following information:

A. Related Experience and Technical Competence (35 Points)

Respondent demonstrates recent experience (within five years) exhibiting a breadth of complexity. The County is seeking firms with a proven track record of providing road-related engineering services for local governments. Please provide project examples that include the size of the community, location, total construction cost, original budget, and the name of a local official knowledgeable regarding the respondent's performance. The breadth and depth of the respondent's experience in the performance of comparable projects will be evaluated. Demonstrate, at a minimum, the respondent's technical competence and experience on the following topics:

General Services:

- Survey;
- Geometric design;
- Maintenance life cycle analysis;
- Preliminary Engineering Reports;
- Successful road grant applications [i.e., Montana Transportation Alternatives Program (MT TA), Secure Rural Schools Program (SRF), Federal Lands Access Program (FLAP)];
- Grant management;
- Permitting and compliance for road projects; and
- Construction oversight of road projects.

Traffic Engineering Services:

- Traffic Impact Studies;
- Traffic Counts;
- Intersection Analysis; and

- Speed Studies.

Geotechnical Engineering Services:

- Field Density Testing;
- Geotechnical Boring; and
- Lab Testing and Analysis.

B. Qualifications and Certifications (30 Points)

In narrative format, provide qualifications of the respondent and key team members, including sub-consultants and their respective relevant experience. Resumes of key team members, sub-consultants, and other staff that may contribute in support roles should be limited to one double-sided page per team member and submitted as an appendix to the SOQ.

C. Recent and Current Work for Lewis and Clark County or Similar Agency (5 Points)

Recent work and client satisfaction will factor into the evaluation process. This section should provide a list, including contact information, of local government on-call (or similar) clients in Montana.

D. Capability to Meet Time and Project Budget Requirements (15 Points)

Demonstrate the respondent's ability to meet an individual project timeline and budget for past projects by providing information on the total construction cost, budgeted cost vs. actual cost, and contact information of a local official knowledgeable regarding the firm's performance.

E. Quality of SOQ (15 Points)

Legibility, clarity, grammar, accurate spelling, content, and completeness of the SOQ will be evaluated. Unnecessary, elaborate SOQs beyond that which is sufficient to present a complete and responsive SOQ are not desired and may be construed as an indication of the respondents' lack of cost consciousness as well as a disregard for the County's review time. Card stock covers, elaborate artwork, heavy paper, three-ring binders, spiral bindings, and expensive visual or other presentations are neither necessary nor desired. The visual appearance of the SOQ will not contribute toward the evaluation.

F. Interview (Pass/Fail)

If requested, the interview aims to ensure a full understanding of the SOQ and for the respondent to introduce key staff associated with the contract. Interviews will be limited to 45 minutes, comprised of a 30-minute presentation and a 15-minute question-and-answer period.

2. TIMELINE

Advertising Dates: January 18 & 25, 2025
Questions Due: February 7, 2025
Answers/Responses Returned: February 13, 2025
SOQ Due Date: February 25, 2025
SOQ Review Date: March 5, 2025
Interview Date: Week of March 17, 2025

The respondent bears all costs associated with the preparation of the SOQ and any subsequent presentations. All submittals, reports, information, data, and other materials prepared by the respondents pursuant to this request are the property of the County, which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation by the respondent for the specific purpose intended will be at the County's sole risk and without liability or legal exposure to the respondent. No material produced in whole or in part under this solicitation may be copyrighted or patented in the United States or in any other country without the prior written approval of the County.

Before responding to this RFQ, respondents shall carefully read all sections and shall fully inform themselves as to the existing conditions and limitations which may impact their ability to perform. Firms may submit questions via email to Audra Zacherl, Assistant Director of Public Works at azacherl@lccountymt.gov until 5:00 p.m. (Mountain Time) on February 7, 2025. Questions will be answered by email to all firms by 5:00 p.m. (Mountain Time) February 13, 2025. Firms interested in submitting an SOQ should notify Ms. Zacherl of their interest to ensure all clarifications reach them. Any questions received after the exact time specified for receipt will not be answered.

The SOQ must be submitted by 4:00 p.m. (Mountain Time) on Tuesday, February 25, 2025. The SOQ must be in a sealed envelope and marked on the outside of the envelope "Road On-Call RFQ, SOQ Enclosed." Submit five (5) completed SOQs to:

Lewis and Clark County Public Works Department
3402 Cooney Drive
Helena, MT 59602

End of Request for Qualifications

LEWIS AND CLARK COUNTY REQUEST FOR QUALIFICATIONS STANDARD TERMS AND CONDITIONS

By submitting a Statement of Qualifications, the Respondent agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation.

- 1. Authority.** This Request for Qualifications (RFQ) is issued under the authority of the Lewis and Clark County Purchasing Policy. The RFQ process is a procurement option which allows the award to be based on evaluation criteria. The relative importance of all evaluation criteria is found herein and only the evaluation criteria outlined in the RFQ will be used. Lewis and Clark County (herein, the “County”) reserves the right to accept or reject any or all Statements of Qualifications (SOQs), wholly or in part, and to make awards in any manner deemed in the best interest of the County.
- 2. Competition.** Lewis and Clark County encourages free and open competition among Respondents to obtain quality, cost-effective services, and products. Whenever possible, specifications, invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the County’s needs and accomplishment of a sound economical operation.

Prior to the award of the contract, SOQs may be held by Lewis and Clark County for a period not to exceed 60 days from the date of the opening of SOQs for the purpose of reviewing SOQs and investigating the qualifications of the Respondents.

- 3. Trade Secrets.** In order for a Respondent to claim information is protected under Montana’s Uniform Trade Secrets Act, a notarized Affidavit for Trade Secret Confidentiality shall be provided by the Respondent’s attorney acknowledging that material included in a SOQ is open to public inspection except for information that meets the provisions of Montana’s Uniform Trade Secrets Act. Trade secrets contained in the SOQ must be clearly marked and separate from materials that are open for public inspection. Respondents must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a records request from another party.
- 4. Claims of Confidentiality and Personal Safety.** In order for a Respondent to claim information is confidential and protected by law or a matter of personal safety, this information must be marked and separated from the materials that are open for public inspection. Clear reference to the laws that protect the information must be provided. No confidentiality material may be contained in the pricing or cost estimates. Contract provisions shall not be covered by claims of confidentiality or personal safety. Respondents will be solely responsible for all legal costs and fees associated with defending a claim for confidentiality and/or personal safety in the event of a records request from another party which the Respondent chooses to oppose. The Respondent will either totally assume all responsibility for the opposition of the request, and all liability and costs of any such defense, thereby defending, protecting, indemnifying, and saving harmless the County or the Respondent will immediately withdraw its opposition to the records request and permit the County to release the documents for examination. The County will inform the Respondent in writing of any open records request that is made, and the Respondent will have three working days from receipt of the

notice to notify the County in writing whether the Respondent opposes the request or not. Failure to provide that notice in writing will waive the claim of confidentiality and allow the County to treat the documents as a public record

5. **Classification of SOQs as Responsive or Non-responsive.** All SOQs will be classified as either “responsive” or “non-responsive.” A SOQ is considered responsive if it conforms in all material respects to the requirements of the RFQ. A SOQ may be found non-responsive if:

- Required information is not provided;
- The SOQ does not conform to the specifications described and required in the RFQ.

If a SOQ is found to be non-responsive, it will receive no further consideration.

6. **Determination of Respondent Responsibility.** The purchasing officer and/or the evaluation committee will decide whether a Respondent has met the standards of responsibility based on the requirements of the RFQ. Factors used to determine the responsibility may include whether the Respondent has:

- The appropriate financial, material, equipment, or human resources to meet all contractual requirements;
- A satisfactory record of integrity;
- The legal ability to contract with the County;
- Provided all information requested for use in the determination of responsibility; and
- A satisfactory record of past performance.

A Respondent may be deemed “non-responsible” at any time during the procurement process if information surfaces to support such a determination.

7. **Evaluation of SOQs and Respondent Interviews/Product Demonstration.** SOQs will be scored according to the evaluation criteria stated herein. The evaluation committee may ask finalists to appear for interviews or product demonstrations or to provide written responses to items requiring clarification. Any costs associated with interviews or product demonstrations are the sole responsibility of the Respondent.

8. **County’s Right to Investigate and Reject.** Lewis and Clark County may make such investigations as are deemed necessary to determine the ability of the Respondent to provide the product or services specified. The County reserves the right to reject any SOQ if the evidence obtained fails to satisfy the County that the Respondent is properly qualified to perform the obligations of the contract. This includes the County's ability to reject a SOQ based on negative references.

9. **Respondent Selection and Contract Execution.** After an evaluation of the SOQ, interviews, and/or product demonstrations, the evaluation committee will recommend a contract award, which the purchasing officer will communicate to the selected Respondent. If the Respondent and the County cannot agree on the contract terms, the County may move to the next ranked Respondent or cancel the RFQ. The work described in the RFQ may begin only after the contract is signed by all parties.

10. County’s Rights Reserved. Submission of a SOQ confers no rights upon any Respondent and shall not obligate the County in any manner whatsoever. Lewis and Clark County reserves the right to make no award and to solicit additional SOQs at a later date.

The RFQ in no way constitutes a commitment by the County to award and execute a contract. If such actions are deemed in its best interests, the County, in its sole discretion, reserves the right to:

- Cancel or terminate this RFQ;
- Reject any or all SOQs received in response to this RFQ;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFQ; and/or
- If awarded, suspend contract execution or terminate the resulting contract if the County determines adequate funds are not available.

11. Nondiscrimination. In accordance with federal and state laws, the Respondent agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following:

- Employment upgrading;
- Demotion or transfer;
- Recruitment or recruitment advertising;
- Lay-offs or terminations;
- Rates of pay or other forms of compensation;
- Selection for training; or
- Rendition of services.

Respondents shall comply with all federal, state, and local laws, rules and regulations. Respondents and any of the Respondents’ sub-grantees, contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract or agreement.

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

12. Cone of Silence. A cone of silence shall be established on all Lewis and Clark County formal solicitation processes. The cone of silence prohibits any communication regarding a formal

solicitation between any Respondent (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) and any Lewis and Clark County elected official, employee, or agent other than the designated point of contact for the solicitation.

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

Violations of the cone of silence may be grounds for disqualification from the selection process. The cone of silence shall not apply to communications at any public proceeding or meeting.

- 13. Advanced Payments.** Except as provided in law, provisions requiring payment by the County, fully or in part, for goods or services before receipt of such shall not be authorized.
- 14. Protest Procedure.** A Respondent aggrieved in connection with the solicitation or award may protest in accordance with the procedure outlined in the Lewis and Clark County procurement policy.
- 15. Nondiscrimination Against Firearm Entities/Trade Associations.** Per Montana Code Annotated 30-20-301, a Respondent whose company has at least ten full-time employees and is awarded a contract with a value of at least \$100,000 paid wholly or partly from public funds shall not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and the awarded Respondent shall not discriminate during the term of the contract against a firearm entity or firearm trade association.

LEWIS AND CLARK COUNTY PROFESSIONAL SERVICES CONTRACT

This Contract is entered into by and between Lewis and Clark County, Montana, herein referred to as “COUNTY”, and Company Name, herein referred to as “CONSULTANT”, whose address is Street, City, State, Zip Code, phone number is (XXX) XXX-XXXX, and Federal Employee Identification Number is XX-XXXXXXX.

THE PARTIES AGREE AS FOLLOWS:

1. EMPLOYMENT OF THE CONSULTANT: COUNTY hereby employs CONSULTANT as an independent contractor to complete and perform **on-call engineering and grant administration services needed for XXXXXXXXXXXXXXXXXXXX projects**. COUNTY reserves the right to choose key personnel that it feels are most suited to the specific task.
2. SCOPE OF SERVICES: CONSULTANT will perform the engineering and grant administration services on an as needed basis as requested by the Director of Public Works or her designee. CONSULTANT must submit a sequentially numbered Task Order, hereby attached, and incorporated as Exhibit A, for each project assigned to by COUNTY. Both parties must agree to and execute all Task Orders prior to services being performed by CONSULTANT. The Task Order must include a scope of services for the project and the scope of services will include a comprehensive description of the project, its location, a detailed outline of the key elements, phases, and tasks needed to complete the described project, a schedule and deadline for completing the services, and a detailed cost breakdown.
3. INDEPENDENT CONTRACTOR: The parties agree that CONSULTANT is an independent contractor of COUNTY and not an employee or agent of COUNTY and is not entitled to workers compensation or any benefit of employment with COUNTY. COUNTY will not have control over the performance of this Contract by CONSULTANT or its employees, except to specify the time and place of performance. COUNTY will not be responsible for security or protection of CONSULTANT’S supplies or equipment.
4. GENERAL CONDITIONS: The General Conditions for this Contract shall be as follows:
 - A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by CONSULTANT under this Contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Contract or otherwise, in connection with CONSULTANT’S services.
 - B. Technical Accuracy: COUNTY shall not be responsible for discovering deficiencies in the technical accuracy of CONSULTANT’S services. CONSULTANT shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in COUNTY-furnished information.
 - C. Consultants: CONSULTANT may employ such sub-consultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by COUNTY.
 - D. Reliance on Others: Subject to the standard of care set forth in Section 4.A.,

CONSULTANT and its sub-consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Compliance with Laws and Regulations, and Policies and Procedures:

- i. CONSULTANT and COUNTY shall comply with applicable laws and regulations.
- ii. CONSULTANT shall not be required to sign any documents, regardless of who requests, that would result in CONSULTANT having to certify, guarantee, or warrant the existence of conditions whose existence CONSULTANT cannot ascertain. COUNTY agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to CONSULTANT in any way contingent upon CONSULTANT signing any such documents.
- iii. The general conditions for any construction contract documents prepared hereunder are to be the “Standard General Conditions of the Construction Contract” as prepared by COUNTY’s Joint Contract Documents Committee (EJCDC C-700) unless both parties mutually agree to use other general conditions.
- iv. While performing this Contract, CONSULTANT’s employees and representatives shall comply with the specific applicable requirements of COUNTY’s safety programs of which CONSULTANT has been informed in writing and follow all applicable OSHA regulations.

5. ERRORS AND OMISSIONS: CONSULTANT will perform all services in a professional manner as defined in Section 4 above. CONSULTANT will hold harmless COUNTY from any loss or damage resulting from the actions of CONSULTANT. CONSULTANT acknowledges that it will be liable to COUNTY for any breach CONSULTANT causes to this Contract.
6. LIAISON: COUNTY’s designated liaison with CONSULTANT is Jenny Chambers, Public Works Director, or her designee. CONSULTANT’s designated liaison with COUNTY is Name of Individual in Company.
7. EFFECTIVE DATE AND TIME OF PERFORMANCE: Work under this contract begins July 1, 2025, and will expire June 30, 2029. CONSULTANT will begin work on individual Task Orders as soon as each Task Order is fully executed and signed by both parties. CONSULTANT may have multiple project schedules and deadlines to meet depending on the number of outstanding Task Orders to complete.
8. COMPENSATION: For the satisfactory completion of the services to be performed for each Task Order, COUNTY will pay CONSULTANT a sum not to exceed the amount approved and agreed upon in the executed Task Order. A separate invoice for each Task Order shall be submitted to COUNTY every month for work completed on that Task Order in the prior month. Invoices will be for time and materials in accordance with the attached and incorporated Exhibit B, Schedule of Billing Rates. COUNTY shall pay invoices within 30 days of invoice date.

CONSULTANT may provide COUNTY an updated Schedule of Billing Rates, if different from the prior year, on or before January 1 of each calendar year of this Contract.

9. CONFLICT OF INTEREST: CONSULTANT covenants that it presently has no interest and

will not acquire any interest, direct or indirect, in the project, which would conflict in any manner or degree with the performance of its services hereunder. CONSULTANT further covenants, that in performing this Contract, it will employ no person who has any such interest.

10. MODIFICATION AND ASSIGNABILITY OF CONTRACT: This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. CONSULTANT may not subcontract or assign its rights, including the right to compensation, or duties arising hereunder without the prior written consent of COUNTY. Any subcontractor or assignee will be bound by all of the terms and conditions of this Contract.
11. OWNERSHIP AND PUBLICATION OF MATERIALS: All reports, information, data, and other materials prepared by CONSULTANT pursuant to this Contract are the property of COUNTY which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at COUNTY's sole risk and without liability or legal exposure to CONSULTANT. No material produced in whole or in part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of COUNTY.
12. INDEMNIFICATION: CONSULTANT waives all claims and recourse against COUNTY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incidental to CONSULTANT's performance of this Contract except for liability arising out of concurrent or sole negligence of COUNTY or its officers, agents or employees. Further, CONSULTANT shall indemnify, hold harmless, and defend COUNTY against all claims, demands, damages, costs, expenses or liability arising out of CONSULTANT's negligent performance of this Contract except for liability arising out of the concurrent or sole negligence of COUNTY or its officers, agents or employees.
13. INSURANCE: CONSULTANT shall maintain general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of one million dollars (\$1,000,000.00) for each occurrence (minimum) and two million dollars (\$2,000,000.00) aggregate. CONSULTANT also agrees to maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana. Proof of general liability and workers compensation insurance shall be provided to COUNTY prior to commencing work under this Contract. COUNTY must be listed as an additional insured on the general liability insurance certificate for this Contract.
14. COMPLIANCE WITH LAWS: CONSULTANT shall comply with applicable federal, state, and local laws, rules and regulations. CONSULTANT or subcontractors doing work on this project shall be required to obtain registration with the Montana Secretary of State's Office and the Montana Department of Labor and Industry. CONSULTANT is responsible for obtaining any and all permits required to perform the Contract.
15. NONDISCRIMINATION: CONSULTANT will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age,

marital status, physical or mental disability, national origin, or sexual orientation.

16. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: Performance of this contract is in Lewis and Clark County, Montana and venue for any litigation arising from performance of this Contract is the 1st Judicial District in and for the County of Lewis and Clark, State of Montana. This Contract will be construed under and governed by the laws of the State of Montana.
17. ATTORNEY FEES: Should either party be required to resort to litigation, arbitration or mediation to enforce the terms of this Contract, the prevailing party, whether plaintiff or defendant, shall be entitled to costs, including reasonable attorney's fees and expert witness fees. If the court, arbitrator, or mediator awards relief to both parties, each party shall bear its own costs in their entirety.
18. FAILURE TO PERFORM: Upon any material default or substantial failure to perform this Contract by either party, the other party shall be entitled to the following remedy:
 - A. Stop performing or accepting performance of the work until the matter is resolved;
 - B. Within a reasonable time of discovery of the defect or failure to perform, provide the other party with a written description of the defect or failure, and:
 - i. If the defect or failure to perform can be cured, demand specific remedial action within a reasonable time certain; or
 - ii. If the defect or failure to perform cannot be cured, specify any alternative performance which would be acceptable in lieu of the required performance and a time within which the alternative performance shall be required; or
 - iii. If the defect or failure to perform cannot be cured and no reasonable alternative performance is acceptable, notify the other party of the termination of the Contract as of a date certain and state therein whether an action for breach of the Contract will be brought.
 - iv. Where appropriate, obtain completion of the performance of the remaining balance of the Contract within the original party.
 - C. If the defect or failure to perform is not corrected or alternative performance completed within the time certain specified, the party alleging breach may initiate an action in the 1st Judicial District in and for the County of Lewis and Clark, State of Montana. If an action is brought, the prevailing party shall be entitled to attorney's fees as well as other costs of suit.
19. TERMINATION: Either party may terminate this Contract upon thirty (30) days written notice to the other party. If this Contract is terminated prior to completion, COUNTY shall pay CONSULTANT for completed and accepted work within thirty (30) days of termination. CONSULTANT shall not be entitled to payment for incomplete or unacceptable work.

COUNTY:

CONSULTANT:

Date: _____

Date: _____

Candace Payne, Chair
Board of County Commissioners
Lewis and Clark County

Individual's Name
Individual's Title Within the Company
Company's Name

ATTEST:

State of _____
County of _____

Amy Reeves, Clerk and Recorder

This instrument was acknowledged before me
on _____ [date] by Individual's
Name as Individual's Title Within the
Company of Company's Name.

(Seal)

Signature of Notarial Officer

(Seal)

**LEWIS AND CLARK COUNTY
PROFESSIONAL SERVICES CONTRACT
EXHIBIT A – TASK ORDER**

TASK ORDER NO. _____ **TITLE:** _____

ENGINEERS PROJECT NO. _____

This Task Order and the Scope of Services attached or incorporated represent the project and services requested by COUNTY.

Scope of Services: <Include a scope of services for the project to include a comprehensive description of the project, its location, a detailed outline of the key elements, phases, and tasks needed to complete the described project, a schedule and deadline for completing the services, and a detailed cost breakdown.>

Compensation: As compensation for the Scope of Services attached or incorporated in this Task Order, COUNTY will pay CONSULTANT time and materials for a total sum not to exceed <**WRITTEN DOLLAR AMOUNT (\$XX,XXX.XX)**>. This amount cannot be exceeded without prior written approval of COUNTY.

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

COUNTY:

CONSULTANT:

Date: _____

Date: _____

Jenny Chambers, Director
Public Works Department
Lewis and Clark County

[Individual's Name]
[Individual's Title Within the Company]
[Company's Name]

State of Montana
County of Lewis and Clark

State of _____
County of _____

This instrument was acknowledged before me
on _____ [date] by Jenny Chambers
as Director of Public Works for Lewis and
Clark County.

This instrument was acknowledged before me
on _____ [date] by [Individual's
Name] as [Individual's Title Within the
Company] of [Company's Name].

Signature of Notarial Officer

Signature of Notarial Officer

(Seal)

(Seal)