June 7, 2018 Agenda #1

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Contract 18-104: Acceptance of Montana Department of Commerce Treasure State Endowment Program Contract #MT-TSEP-PL-19-135**

INITIATED BY: **Cascade County Public Works Department**

ACTION REQUESTED: **Approval of Contract Award**

PRESENTED BY: **Brian K. Clifton, Public Works Director**

SYNOPSIS:

The Cascade County Public Works Department applied for a Treasure State Endowment Program Planning Grant for infrastructure planning. The Grant specifically is to study alternatives for the potential construction of a replacement bridge for the Armington Bridge in the unincorporated community of Armington. The desire for the project to be studied is due to repeated spring water runoff and flooding events that occur at that bridge site due to the type of construction of the bridge which repeatedly holds and entraps debris that then causes backing up of Belt Creek causing overflowing and flooding in the surrounding area. We were notified on November 9, 2017 that we were being awarded the planning grant of $15,000 condition upon the matching of this grant by Cascade County for $15,000. The acceptance of this grant will commit Cascade County to matching the grant and having the work performed.

RECOMMENDATION:

Cascade County Staff, after reviewing the attached Treasure State Contract #MT-TSEP-PL-19-135 recommends accepting the contract and pursuing with the planning required for this grant., for a total cost to Cascade County of $15,000.00 in matching funds.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"I move the Cascade County Commission accept Contract 18-104: Montana Department of Commerce Treasure State Endowment Program Contract award #MT-TSEP-PL-19-135 for $15,000 and provide the required match of $15,000 for infrastructure planning of a potential replacement to the Armington Bridge in the unincorporated community of Armington, MT and direct staff to complete the document process."

MOTION TO DISAPPROVE:

"I move the Cascade County Commission not accept Contract 18-104: Montana Department of Commerce Treasure State Endowment Program Contract award #MT-TSEP-PL-19-135 for $15,000 and provide the required match of $15,000 for infrastructure planning of a potential replacement to the Armington Bridge in the unincorporated community of Armington, MT."

CONTRACT
18-104

MONTANA DEPARTMENT OF COMMERCE
TREASURE STATE ENDOWMENT PROGRAM
CONTRACT #MT-TSEP-PL-19-135

This agreement ("Contract") is entered into by Cascade County, Montana ("Grantee") and the Montana Department of Commerce ("Department").

The Grantee and the Department hereby agree to the following terms:

Section 1. PURPOSE

The purpose of this Contract is to provide funding to the Grantee for infrastructure planning activities approved by the Department under the Treasure State Endowment Program ("TSEP" or "Program") as authorized by HB 11, passed by the 65th Legislature and as signed into law by Governor Bullock on May 8, 2017 (Chapter 353, Laws 2017).

Section 2. AUTHORITY

This Contract is issued under authority of Title 90, Chapter 6, Part 7 of the Montana Code Annotated ("MCA"), Title 8, Chapter 94, Subchapter 38 of the Administrative Rules of Montana ("ARM"), and the terms of Chapter 353, Laws 2017.

Section 3. APPLICATION INCORPORATED BY REFERENCE

The Grantee's application for Program assistance, including any written modifications or reports resulting from the review of the application by the Department (collectively "Project"), is specifically incorporated into this Contract by this reference and the representations made therein are binding upon the Grantee.

Section 4. ACCEPTANCE OF PROGRAM REQUIREMENTS

(a) The Grantee will comply with all applicable local, state, and federal laws as well as all applicable regulations, ordinances, and resolutions now in effect or as may be amended during the term of this Contract. Grantee will comply with all administrative directives and procedures that may be established or amended by the Department for the Program, including the most current version of the *TSEP Application & Administration Guidelines for Infrastructure Planning Grants* document.

(b) The Grantee agrees that all contracts and subcontracts entered into for the completion of the activities described in Section 6 will require such contractors, subcontractors, and subrecipient entities to also comply with all requirements placed on the Grantee in paragraph (a) of this Section.

(c) The Grantee agrees to repay to the Department any funds advanced under this Contract that the Grantee, its contractors, subcontractors, or subrecipient entities, or any public

or private agent or agency to which it delegates authority to carry out portions of this Contract, expends in violation of the terms of this Contract, the statutes, and regulations governing the Program or any applicable local, state, or federal requirements.

(d) The Grantee agrees that the Project shall adhere to all applicable standards, including the most current *Uniform Application for Montana Public Facility Projects* (preliminary engineering grants), *Capital Improvements Planning Manual*, or the *Preliminary Reports* or *Bridges* technical document guidelines available at:
http://comdev.mt.gov/Programs/CTAP/Toolkit/Publications

(e) The Grantee acknowledges and agrees that neither the funding of the Project under this Contract nor any review of the final deliverables by the Department constitutes the Department's approval or endorsement of the contents of such, and that such funding and/or review will have no influence on the Department's ranking of a subsequent application from the Grantee for any project grant.

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

(a) This Contract shall take effect upon execution by the parties and will terminate on March 31, 2019, or upon approval of Grantee's Project completion report by the Department, whichever is later, unless otherwise terminated in accordance with this Contract.

(b) All authorized expenses to be reimbursed must be incurred by the Grantee between November 9, 2017, and December 31, 2018. All requests for reimbursement must be submitted to the Department within ninety (90) days after December 31, 2018.

(c) The activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A. The Grantee may modify the implementation schedule set forth in Exhibit A only with prior written approval of the Department.

(d) The Grantee will procure its engineer or other primary contractor to complete the Project within six (6) months of the execution of this Contract or the Contract will terminate unless the Department determines, in its sole discretion, that Grantee has demonstrated substantial progress towards procuring an engineer.

(e) The Department may grant an extension to this Contract upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has demonstrated progress toward completion of the Project, has engaged in a good faith effort to comply with the duties, terms, and conditions of this Contract, and that the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an extension must be submitted at least sixty (60) days prior to March 31, 2019.

Section 6. SCOPE OF WORK

The Grantee will complete the Project and administer this Contract in compliance with the Project management plan, including any amendments, approved by the Department. The Grantee will use Program funds for the following major components of the Project:

- Preliminary conference call with the Department prior to beginning the Project to confirm Project components and design;
- Professional Engineering Services to complete a Preliminary Engineering Report that meets the requirements and follows the format of the most recent edition of the *Uniform Preliminary Engineering Report for Montana Public Facility Projects Outline* (found in the *Uniform Application for Montana Public Facility Projects),* for a bridge study; and
- provide one (1) printed and one (1) electronic copy of the final PER.

Section 7. BUDGET

(a) The total amount to be awarded to the Grantee under this Contract shall not exceed $15,000.

(b) A copy of the Project budget is attached as Exhibit B and specifically incorporated herein by this reference. Any changes to the budget as proposed and incorporated within this Contract require a written request to and approval by the Department.

(c) Any authorized funds not expended under this grant by the later date referenced in Section 5(b) or otherwise accounted for in accordance with the provisions of this Section will revert to the Department and will be used to finance other Program projects.

Section 8. ACCESS TO AND RETENTION OF RECORDS

(a) The Grantee agrees to create and maintain records supporting the services covered by this Contract, including but not limited to, financial records, supporting documents, and such other records as are required by law or other authority, for a period of five (5) years after either the termination date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Grantee's offices in Great Falls, Montana.

(b) The Grantee shall provide the Department, Montana Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance.

Section 9. LIAISONS

All project management and coordination on behalf of the Department shall be through a single point of contact designated as the Department's liaison. Grantee shall designate a liaison that will

provide the single point of contact for management and coordination of Grantee's work. All work performed pursuant to this Contract shall be coordinated between the Department's liaison and the Grantee's liaison. The liaisons for this Contract are:

For the Department:
Galen Steffens (or successor)
Program Specialist, MDOC
301 S Park Ave
PO Box 200523
Helena, MT 59620-0523
406-841-2819
galen.steffens@mt.gov

For the Grantee:
Jane Weber (or successor)
Cascade County
325 2nd Ave N
Great Falls, MT 59401
406-454-6905
jweber@cascadecountymt.gov

Section 10. METHOD OF REIMBURSEMENT

(a) The Department will use the funds appropriated in HB 11 to fund infrastructure planning awards to Grantees that have received a notice of award letter from the Department. Grantee acknowledges that its access to Program funds is subject to their availability.

(b) The Department agrees that, if and when the funds described in paragraph (a) of this Section are available, the Department will authorize the Grantee to request reimbursement from funding awarded for the Project.

(c) The Department agrees to reimburse the Grantee for eligible Project costs incurred on or after the date identified in Section 5(b) upon the successful completion of activities set forth in Section 6. All reimbursements must be supported by adequate documentation provided by the Grantee, and require Department approval of the Grantee's request for reimbursement. In requesting reimbursement, the Grantee will follow the instructions supplied by the Department.

(d) Payment to the Grantee for approved Project activities under this Contract will generally be in accordance with the disbursement schedule listed below:

(i) Payment #1 – 50% of the grant award amount will be available after the Department receives a draft of the Project deliverables in accordance with the preliminary conference call. This draft will also serve to document that the Grantee is adequately proceeding toward the preparation of a complete and acceptable final product.

(ii) Payment #2 – The remaining 50% of the grant award amount will be available after the Department receives a final copy of all required deliverables to be completed under the Contract, proof of matching funds, a Project completion report, and Grantee's final request for funds.

(e) The Department will not reimburse the Grantee for any costs incurred prior to the date identified in Section 5(b), any expenses not included in Exhibit B or an approved

adjustment thereto, any ineligible expenses as set forth in the most current version of the *TSEP Application & Administration Guidelines for Infrastructure Planning Grants* document, or any expenses not adequately supported by the Grantee's records.

(f) As set forth in Section 17, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract any costs incurred will be the Grantee's sole responsibility.

(g) The Grantee understands and acknowledges that the Department will report to the Legislature and Legislative Interim Committees on the status of all Program projects in accordance with HB 11. If the Department determines that the Grantee has failed to commence its project in a timely manner or complete its Project by the date prescribed in this Contract, the Department may recommend to the Legislature that the Contract be terminated and any remaining Project funds will revert to the Department and may be used, at the Department's discretion, to fund other Program grants.

(h) The Department is allowed fifteen (15) working days to process a request for reimbursement once adequate supporting documentation has been received by the Department. The Grantee shall provide banking information before or at the time of Contract execution in order to facilitate electronic funds transfer payments.

(i) If the Grantee changes one of its sources of funding or the cost of the Project increases after the Grantee has obtained the firm commitment of non-Program funds, the Department may, at its discretion, suspend the distribution of Program funds until the Grantee obtains a firm commitment of funds for the full Project budget.

(j) The Department may reduce the Grantee's amount of Program funds provided by this Contract if actual Project expenses are lower than projected by the Grantee in Exhibit B or the Grantee obtains a greater amount of grant funds from other sources than as presented in the Project application.

(k) If the Department determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has breached the terms of this Contract, the Department may withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency.

(l) Requests for reimbursement for contracted or subcontracted services must include appropriate documentation demonstrating compliance with contract requirements.

(m) The Grantee may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources.

(n) The Department, in its sole discretion, may allow the Grantee to amend Section 6. The Department will review the following: likelihood to expend all grant funds prior to the deadline in Section 5(b); progress toward completion of the Project; good faith effort to

comply with any of the duties, terms, and conditions of this Contract; and the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an amendment to Section 6 must be submitted at least sixty (60) days prior to the termination date of this Contract.

Section 11. REPORTING REQUIREMENTS

(a) Project Progress Reports: During the term of this Contract the Grantee will submit Project progress reports to the Department in conjunction with each request for reimbursement. These reports will describe the status of the activities set forth in Section 6, including, at a minimum, the percentage completed, costs incurred, funds remaining, and projected completion date. Additionally, the report must provide documentation supporting each claim for expenses to be reimbursed, describe any significant problems encountered in carrying out the Project, and the scope of any necessary modifications the Grantee is requesting in the Project scope of work, budget, or implementation schedule. The Department, at its sole discretion, may decline to honor any request for reimbursement if the required project progress report has not been submitted to or approved by the Department.

(b) Project Completion Report: Upon completion of the Project, the Grantee will submit a final Project completion report for Department approval. The Project completion report will describe the total costs incurred for the Project, identify the final completion date, and summarize any significant problems encountered in carrying out the Project. Upon approval of the Project completion report, the Department will issue a notice of Project close-out.

Section 12. PROJECT MONITORING

The Department or any of its authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with Section 6 of this Contract, the proper use of funds, and other technical and administrative requirements of this Contract, including the adequacy of the Grantee's records and accounts. The Department may advise the Grantee of any specific areas of concern and provide the Grantee opportunity to propose corrective actions acceptable to the Department.

Section 13. NOTICE

All notices required under the provisions of this Contract must be in writing and delivered to the parties' liaisons identified herein either by first class mail or personal service.

Section 14. REFERENCE TO CONTRACT

The Contract number must appear on all invoices, reports, and correspondence pertaining to the Contract.

Section 15. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

(a) The Grantee may subcontract any portion of this Contract to accomplish the completion of the Project. However, Grantee accepts responsibility for the adherence to the terms of this Contract by such contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Contract. The Grantee may not otherwise assign or transfer any portion of this Contract without the express written consent of the Department.

(b) The Grantee's assignment, transfer, or subcontract of this Contract or any portion thereof neither makes the Department a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the Department. No contractual relationships exist between any subcontractor, assignee, or transferee and the Department.

(c) The Grantee must immediately notify the Department of any litigation concerning any assignment, transfer, or subcontract of this Contract or any portion thereof.

Section 16. CONTRACT AMENDMENT

This Contract may not be enlarged, modified, or altered without a written agreement signed by all parties to the Contract.

Section 17. TERMINATION OF CONTRACT

This Contract may only be terminated in whole or in part as follows:

(a) Termination Due to Loss or Reduction of Funding: The Department, at its sole discretion, may terminate or reduce the scope of this Contract if any funding sources are eliminated or reduced for any reason. If a termination or modification is required, the Department may, if sufficient Program funds are available, compensate the Grantee for eligible services rendered and actual, necessary, and eligible expenses incurred as of the revised termination date. The Department will notify the Grantee of the effective date of the termination or modification of this Contract and, if a reduction in funding is required, provide the Grantee with a modified Project budget.

(b) Termination for Cause with Notice to Cure Requirement: The Department may terminate this Contract for failure of the Grantee, its contractors, subcontractors, or subrecipient entities to perform or comply with any of the services, duties, terms, or conditions contained in this Contract after giving the Grantee written notice of the stated failure. The written notice will demand performance of the stated failure within a specified period of time not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

(c) Effect of Termination: In the event of termination due to the Grantee's, its contractors',

subcontractors', or subrecipient entities' failure to perform or comply with any of the services, duties, terms, or conditions of this Contract, any costs incurred will be the responsibility of the Grantee. However, at its sole discretion, the Department may approve requests by the Grantee for reimbursement of eligible expenses incurred. The Department's decision to authorize payment of any costs incurred or to recover expended Program funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of the Grantee to comply with any of those services, duties, terms, or conditions of this Contract, and on whether the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control.

Section 18. COMPLIANCE WITH APPLICABLE LAWS

(a) The Grantee, in performance of work under the Contract, must fully comply with all applicable federal, state, or local laws, rules and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, the Patient Protection and Affordable Care Act ("ACA"), and Executive Order No. 12-2015, *Amending and Providing For Implementation of the Montana Sage Grouse Conservation Strategy*. Any subletting or subcontracting by the Grantee subjects subcontractors to the same requirements.

(b) In accordance with Section 49-3-207, MCA and Executive Order No. 04-2016, the Grantee agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, sex, pregnancy, childbirth or medical conditions related to childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status.

(c) The ACA requires a Grantee, if Grantee is an applicable large employer under the ACA, to provide healthcare coverage for its employees, who provide services for the State and work for thirty (30) or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions of the ACA under Section 4980H, and otherwise satisfy the requirements of the ACA Section 4980 H if provided by the State.

Section 19. ACCOUNTING, COST PRINCIPLES, AND AUDITING

(a) The Grantee, in accordance with Sections 2-7-503 and 18-4-311, MCA and other authorities, must maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP").

(b) The Department, any other legally authorized governmental entity, or their authorized agents may, at any time during or after the term of this Contract, conduct in accordance with Sections 2-7-503, 5-13-304, and 18-1-118, MCA and other authorities, audits for the purposes of ensuring the appropriate administration, expenditure of monies, and delivery of services provided through this Contract.

Section 20. AVOIDANCE OF CONFLICT OF INTEREST

(a) The Grantee will comply with Sections 2-2-121, 2-2-201,7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, and any other applicable local, state, or federal law regarding the avoidance of conflict of interest.

(b) The Grantee agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors, who provide or propose to provide services relating to the project funded under this Contract.

(c) The Grantee shall promptly refer to the Department any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted any false claim or has committed any criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract.

Section 21. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Grantees are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with Sections 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 the Grantee nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and renewal documents must be sent to the Department within thirty (30) days of Contract execution.

Section 22. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by the Grantee or any of its contractors or subcontractors in furtherance of this Contract are the property of the Grantee and the Department. Both Grantee and the Department have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, authorize others to use, and to otherwise use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of both the Department and the Grantee.

Section 23. INSURANCE

(a) General Requirements: Grantee must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, primary liability insurance against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The State, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the State of Montana.

(b) Primary Insurance: Grantee's insurance coverage must be primary insurance with respect to the State of Montana, its elected or appointed officers, officials, employees, or volunteers and the State's insurance will not contribute with it.

(c) General Liability Insurance: At its sole cost and expense, Grantee must purchase occurrence coverage with minimum combined single limits of $1 million per occurrence and $2 million aggregate per year, or as established by statutory tort limits of $750,000 per claim and $1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA.

(d) Professional Liability Insurance: Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of $1,000,000 per occurrence and $2,000,000 aggregate per year. *Note: if "occurrence" coverage is unavailable or cost prohibitive, the contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside 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 (3) year tail for claims that are filed after the cancellation or expiration date of the policy.*

(e) General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana and with a Best's rating of at least A-, or by a public entity self-insured program either individually or on a pool basis as provided by Title 2, MCA. All certificates and endorsements must be received by the Department prior to beginning any activity provided for under the Contract. Grantee must notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of Grantee's insurance policy, including endorsements, at any time.

Section 24. HOLD HARMLESS AND INDEMNIFICATION

The Grantee agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of

defense thereof, arising in favor of the Grantee's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, omissions of services, or in any way resulting from the acts or omissions of the Grantee and/or its agents, employees, representatives, assigns, or subcontractors under this Contract.

Section 25. DEFAULT

Failure on the part of either party to perform the provisions of the Contract constitutes default. Default may result in the pursuit of remedies for breach of contract as set forth herein or as otherwise legally available, including but not limited to damages and specific performance.

Section 26. DEBARMENT

The Grantee certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any governmental department or agency.

Section 27. FORCE MAJEURE

Neither party will be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

Section 28. SEPARABILITY

A declaration by any court, or any other binding legal forum, that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.

Section 29. ARBITRATION

Unless otherwise agreed to in writing or provided for by law, arbitration is not available to the parties as a method of resolving disputes that would arise under the Contract.

Section 30. NO WAIVER OF BREACH

No failure by the Department to enforce any provisions hereof after any event of breach will be deemed a waiver of its rights regarding that event, or any subsequent event. No express failure of any event of breach will be deemed a waiver of any provision hereof. No such failure or waiver will be deemed a waiver of the right of the Department to enforce each and all the provisions hereof upon any further or other breach on the part of the Grantee.

Section 31. JURISDICTION AND VENUE

This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this Contract must be brought in the First Judicial District in Lewis and Clark County, State of Montana and each party must pay its own costs and attorney fees.

Section 32. INTEGRATION

The Contract contains the entire agreement between the parties. No statements, promises, or inducements of any kind made by either party or the agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding.

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties hereto have caused this Contract to be executed.

CASCADE COUNTY:

_____

Jane Weber, Commission Chair Date

ATTEST:

_____

Rina Fontana-Moore, Clerk and Recorder

APPROVED AS TO FORM:

_____

Carey Haight, Attorney

MONTANA DEPARTMENT OF COMMERCE:

_____

Jennifer H. Olson, Administrator Date
Community Development Division

EXHIBIT A
Implementation Schedule
Cascade County
Contract #MT-TSEP-PL-19-135

TASK	MONTH / YEAR
PROJECT START UP	
Preparation of MDOC Contract	May 2018
PROCUREMENT FOR PROFESSIONAL SERVICES	
Publish RFP	Complete
Select firm	Complete
Execute agreement with firm	Complete
PROJECT IMPLEMENTATION	
Prepare Draft PER	April – June 2018
Submit interim Request for Funds and Draft PER	July – September 2018
Public Review and Comment	July – September 2018
Finalize PER	October – Dec 2018
PROJECT CLOSE OUT	
Submit final PER	October – Dec 2018
Submit final Request for Funds and Certification of Completion	October – Dec 2018

EXHIBIT B
Budget
Cascade County
Contract # MT-TSEP-PL-19-135

	SOURCE: ***TSEP***	**SOURCE:** ***Cascade County***	**TOTAL**
Professional Engineering Services	$15,000	$15,000	$30,000

CDD CONTRACT INFORMATION SHEET

Division staff are required to complete the items in blue print.

Date of Gov. Award Letter:	11/9/2017	Date Met StartUp Conditions:	
Contract Number:	MT-TSEP-PL-19-135	Division:	
Contractor's Name:	Cascade County	CDD	
Approved to Form Name:	Carey Haight		
Approved to Form Email:	chaight@cascadecountymt.gov		
Contractor (Signee) Name:	Jane Weber		
Contractor's Email:	jweber@cascadecountymt.gov		
Contractor's Address:	325 2nd Ave N		
Contractor's Address 2:	Great Falls, MT 59401	Vendor Number:	
Attest Name:	Rina Fontana-Moore	23523	
Attest Email:	rfmoore@cascadecountymt.gov		
Duns Number:		Begin Date:	
(Federal Funds Required)		11/9/2017	
Amount:	$15,000		
Organization Number:	608135	End Date:	
RFP Number (if applicable):		3/31/2019	
Program Number:	60		

Liaison:	Galen Steffens	Program Manager:	Galen Steffens
Liaison Email:	galen.steffens@mt.gov	Bureau Chief:	NA
Liaison Phone:	841-2819	Additional Email:	jeolson@mt.gov

Signatures:

Division Adminstrator	Jennifer Olson	5/22/2018
Fiscal Review	Leri Juneau	5/22/2018
Legal Counsel	Amy Barnes	5/23/2018

Carbon Copies:

Liaison:	☑
Director (> $200K):	☐
Deputy Director (<$25K):	☑
Perceptive Content	☑
Secretary of State:	☐
BIA:	☐
Clerk of Court:	☐

DocuSign Envelope ID: 73311DE9-923B-4657-9AA3-7FEE5431790A

DocuSign SECURED

Certificate Of Completion

Envelope Id: 73311DE9923B46579AA37FEE5431790A

Status: Sent

Subject: Montana Department of Commerce Contract #MT-TSEP-PL-19-135 for signature.

Source Envelope:

Document Pages: 16

Signatures: 3

Certificate Pages: 6

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Contracts Admin
301 S Park Ave
Helena, MT 59601
doccontracts@mt.gov
IP Address: 161.7.59.22

Record Tracking

Status: Original
5/22/2018 4:55:51 PM

Holder: Contracts Admin
doccontracts@mt.gov

Location: DocuSign

Signer Events	Signature	Timestamp
Jennifer Olson jeolson@mt.gov Security Level: Email, Account Authentication (None)	Jennifer Olson Using IP Address: 98.127.136.224 Signed using mobile	Sent: 5/22/2018 5:02:30 PM Viewed: 5/22/2018 7:44:36 PM Signed: 5/22/2018 7:44:51 PM
Electronic Record and Signature Disclosure: Accepted: 5/22/2018 7:44:36 PM ID: ef2f7bb2-32e8-4f7f-8a9f-d5bc9ff6bc76		
Teri Juneau tjuneau@mt.gov Fiscal Manager MT Dept of Commerce Security Level: Email, Account Authentication (None)	Teri Juneau Using IP Address: 98.127.46.11 Signed using mobile	Sent: 5/22/2018 7:44:52 PM Viewed: 5/22/2018 10:29:12 PM Signed: 5/22/2018 10:29:17 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Amy Barnes AmyBarnes@mt.gov Security Level: Email, Account Authentication (None)	Amy Barnes Using IP Address: 161.7.59.23	Sent: 5/22/2018 10:29:19 PM Viewed: 5/23/2018 9:02:59 AM Signed: 5/23/2018 9:03:04 AM
Electronic Record and Signature Disclosure: Accepted: 5/23/2018 9:02:59 AM ID: 7719bcfa-b18c-462b-be1b-bfa56d4624de		
Carey Haight chaight@cascadecountymt.gov Security Level: Email, Account Authentication (None)		Sent: 5/23/2018 9:03:05 AM Viewed: 5/30/2018 8:31:23 AM
Electronic Record and Signature Disclosure: Accepted: 5/30/2018 8:31:23 AM ID: 081f51c6-7e7c-48de-bb1f-ba7b2e1cc828		
Jane Weber jweber@cascadecountymt.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 2/19/2016 12:52:59 PM ID: b824efda-5c70-4766-85f9-18a7624e14bc		

Signer Events	Signature	Timestamp
Rina Fontana Moore rmoore@cascadecountymt.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Jennifer Olson jeolson@mt.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/22/2018 7:44:36 PM ID: ef2f7bb2-32e8-4f7f-8a9f-d5bc9ff6bc76		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Galen Steffens galen.steffens@mt.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/22/2018 5:02:30 PM Viewed: 6/4/2018 11:47:47 AM
Marty Tuttle matuttle@mt.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Pam Haxby-Cote pam.haxbycote@mt.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Cyndi Davis CDavis3@mt.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/23/2018 9:03:06 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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From time to time, MT Dept of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact MT Dept of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: doccontracts@mt.gov

To advise MT Dept of Commerce of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at doccontracts@mt.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from MT Dept of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to doccontracts@mt.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with MT Dept of Commerce

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to doccontracts@mt.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify MT Dept of Commerce as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by MT Dept of Commerce during the course of my relationship with you.

June 7, 2018 Agenda #2

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Contract 18-105: Agreement for Engineering Services**

INITIATED BY: **Cascade County Public Works Department**

ACTION REQUESTED: **Approval of Contract Award**

PRESENTED BY: **Brian K. Clifton, Public Works Director**

SYNOPSIS:

In the Fall of 2017, the Cascade County Public Works Department applied for a Treasure State Endowment Program Planning Grant for infrastructure planning. The Grant specifically is to create a Preliminary Engineering Report to study alternatives for the potential construction of a replacement bridge for the Armington Bridge in the unincorporated community of Armington. The desire for the project to be studied is due to repeated spring water runoff and flooding events that occur at that bridge site due to the type of construction of the bridge which repeatedly holds and entraps debris that then causes backing up of Belt Creek causing overflowing and flooding in the surrounding area. We were notified on November 9, 2017 that we were being awarded the planning grant of $15,000 condition upon the matching of this grant by Cascade County for $15,000. The Public Works Department then went out for RFQ's in December of 2017 for engineering services for this PER. The request for the RFQ's were posted on the Cascade County website and in the Great Falls Tribune. Submittals were due on January 6, 2018. We received submittals from one firm, TD&H Engineering located in Great Falls, MT.

RECOMMENDATION:

Cascade County Staff, after reviewing the submittal for RFQ, and the attached Agreement for Engineering Services, recommends awarding the contract to TD&H Engineering in the amount of $30,000 ($15,000 provided by the TSEP Planning Grant and $15,000 match provided by Cascade County Public Works Department) for developing the PER for the Armington Bridge in the unincorporated community of Armington, MT.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"I move the Cascade County Commission award the Contract 18-105: to TD&H Engineering in the amount of $30,000 ($15,000 provided by the TSEP Planning Grant and $15,000 match provided by Cascade County Public Works Department) for developing the PER for the Armington Bridge in the unincorporated community of Armington, MT.

MOTION TO DISAPPROVE:

"I move the Cascade County Commission not award the Contract 18-105 to TD&H Engineering in the amount of $30,000 ($15,000 provided by the TSEP Planning Grant and $15,000 match provided by Cascade County Public Works Department) for developing the PER for the Armington Bridge in the unincorporated community of Armington, MT. "

CONTRACT

18-105

AGREEMENT FOR ENGINEERING SERVICES

CLIENT NAME: **Cascade County** **DATE:** **May 21, 2018**
Contact Person: **Attn: Brian Clifton**
Address: **121 4th St. North, Suite 2H/I**
City, ST, Zip **Great Falls, MT 59401**

ENGINEER: **TD&H ENGINEERING**
1800 River Drive North
Great Falls, MT 59401

PROJECT TITLE: PER/TSEP Application Preparation Services – Armington Bridge

SERVICES TO BE PERFORMED:
Engineer shall provide or cause to be provided the services described on Exhibit A (Proposal Letter Dated April 19, 2018) attached hereto (referred to herein as Services to Be Performed or the Scope of Work). **CLIENT** may direct changes within the general Scope of Work. Upon notification of such direction, **ENGINEER** shall prepare an estimate of the additional cost and time required, if any, to perform the change. Upon mutual written agreement, **ENGINEER** shall perform the change and an appropriate adjustment shall be made to the amount of fee and/or time schedule.

AMOUNT OF FEE:
[ ] **TIME AND MATERIALS**. Fees for **ENGINEER**'s services shall be based on **ENGINEER**'s time and reimbursable expenses. Rates for professional services and are based on **ENGINEER**'s current rate schedule established at its office which is completing the work. From time to time **ENGINEER** may revise its rates; revised rates will become effective 30 days after **CLIENT** receives written notice of the revised rate schedule. Reimbursable Expenses include mileage, meals and lodging, photocopies, special equipment rental, services of consultants or subcontractors, costs of any materials provided by Engineer, and other expenses incurred directly by Engineer in performing the Services to Be Performed.

An estimate of the fees to complete the Services to Be Performed is $_____. This estimated amount may increase or decrease and is not a guaranteed final cost. **CLIENT** will be notified by the **ENGINEER** prior to performing any services that would substantially increase the estimated fee.

[X] **LUMP SUM.** The lump sum fee to complete the Services to Be Performed will be $ 30,000.00 which shall become due and payable upon receipt by Cascade County of the State's acceptance and commitment to provide funding for the planning grant of the PER provided hereunder.

PAYMENT TO ENGINEER:
A retainer in the amount of **$0** is required before beginning services. **ENGINEER** shall credit the amount of the retainer toward the final billing when the services are substantially complete.

GENERAL TERMS AND CONDITIONS

1. **ENGINEER** shall perform its services in a manner consistent with generally accepted professional standards required of it and other design professionals providing similar services under similar conditions in the same locale. **ENGINEER** is authorized to proceed when all parties have signed this Agreement.

2. Any opinion of the construction cost prepared by the **ENGINEER** represents its judgment as a design professional and is supplied for the general guidance of the **CLIENT**. Since the **ENGINEER** has no control over the cost of labor and material, schedules, competitive bidding, or market conditions, the **ENGINEER** does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the **CLIENT**. Similarly, **ENGINEER** does not guarantee any proposed schedules for commencement or completion of services.

3. **ENGINEER** shall not be responsible for the acts or omissions of **CLIENT** or its employees, agents, or consultants, nor of any contractor, subcontractor, nor of any contractor's or subcontractor's employees, agents or consultants, nor shall **ENGINEER** be responsible for the acts or omissions of any other persons performing services relating to the Project or at the Project site other than **ENGINEER's** own employees and agents who are carrying out **ENGINEER's** instructions.

4. **CLIENT** shall timely provide to **ENGINEER** all criteria and full information as to **CLIENT'S** requirements for the Project; designate a person to act with authority on **CLIENT'S** behalf in respect of all aspects of the Project; examine and respond promptly to **ENGINEER'S** submissions; and give prompt written notice to **ENGINEER** whenever **CLIENT** observes or otherwise becomes aware of any defect in the work. The **ENGINEER** and its employees, agents, and consultants have the right to rely on the accuracy of **CLIENT**-furnished information.

OVER

5. **CLIENT** shall, at its cost:

1) Procure such legal, accounting, and other counseling services as may be required for successful completion of the Project.
2) Furnish approvals and permits from all governmental authorities having jurisdiction over the Project, except to the extent that obtaining such approvals and permits has been specifically assigned to **ENGINEER** pursuant to the paragraph entitled "Services to be Performed."
3) Pay all review and filing fees required by governmental agencies.
4) Pay all costs incidental to obtaining bids or proposals from contractor(s).
5) Guarantee full and free access for the **ENGINEER** to enter upon all property required for the performance of the **ENGINEER's** services under this Agreement.

6. This Agreement may be terminated:

1) By mutual written consent of both parties;
2) By either party upon seven days written notice in the event of a material breach by the other party in performing its obligations under this Agreement, and upon the failure of the breaching party to cure within the seven-day notice period its material breach.

If the termination is a result of a material breach by **CLIENT**, **CLIENT** shall pay **ENGINEER** reasonable termination expenses.

7. Neither party may assign this Agreement without the written consent of the other party, which shall not unreasonably be withheld. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8. This Agreement is binding upon **CLIENT** and **ENGINEER** and each of their successors, assigns, and legal representatives.

9. All documents, including drawings/specifications provided or furnished by **ENGINEER** pursuant to this Agreement, are instruments of service and **ENGINEER** shall retain an ownership and property interest therein. **CLIENT** may make and retain copies for information and reference in connection with the project's use and occupancy. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT**'s sole risk and without liability or legal risk to **ENGINEER**.

10. Montana law governs this Agreement. **CLIENT** and **ENGINEER** agree to negotiate in good faith for a period of 15 days from the date of receipt of written notice of all disputes between them. If such negotiations fail, **CLIENT** and **ENGINEER** shall select a mutually agreeable mediator and shall conduct a mediation within an additional 30 days. If mediation fails to resolve the dispute, either party may pursue any legal or equitable remedies in a court of competent jurisdiction located in the County (the TD&H office completing the work resides), Montana. In the event of litigation, the parties bear their own fees and costs.

11. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **CLIENT** and **ENGINEER**.

12. This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the parties.

13. **ENGINEER** shall be responsible only for those Construction Phase services expressly required of **ENGINEER** in "Services To Be Performed." With the exception of such expressly required services, **ENGINEER** shall have no design, shop drawing review, or other obligations during or following construction and **CLIENT** assumes all responsibility for the application and interpretation of the contract documents, review and response to contractor claims, contract administration, processing change orders, revisions to the contract documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary construction phase engineering and professional services. **CLIENT** waives all claims against the **ENGINEER** that may be connected in any way to construction phase engineering or professional services except for those services that are expressly required of **ENGINEER** in "Services To Be Performed".

The parties consent to the foregoing terms, including any attachments.

CLIENT: _____

BY: _____
(signature) _____

TITLE: _____

DATE: _____

ENGINEER: TD&H ENGINEERING

BY: _____
(signature) _____

TITLE: Rodney R. Blake – PE

DATE: May 21, 2018

"EXHIBIT A"

1800 River Drive North
Great Falls, MT 59401

TD&H Engineering

406.761.3010
tdhengineering.com

April 19, 2018

Brian Clifton
Cascade County
121 4th St North, Suite 2H/I
Great Falls, MT 59401

RE: PER/TSEP APPLICATION PREPARATION SERVICES ARMINGTON BRIDGE

TD&H JOB #18-071

Mr. Clifton,

TD&H is pleased to provide this proposal of services to prepare a preliminary engineering report (PER) for the existing Armington Bridge and to assist with the writing of the Treasure State Endowment Program (TSEP) 2021 construction grant application. **The cost for TD&H to provide these services is $30,000 (lump sum) and includes the following assumed scope of work**:

1. Provide a PER which includes all engineering required as outlined in PER guidelines listed on the State's Community Development/TSEP website: http://comdev.mt.gov/Programs/TSEP/ProjectGrants/ApplicationForms

2. Fill out and submit the TSEP Construction Application that will include the prepared PER. Note that while we will be providing these services, we will need assistance from Cascade County officials to help us with specific information for the application.

3. Provide other services if/as required to assist with obtaining TSEP construction funding for the Armington Bridge Upgrades. This might involve attending meetings and providing responses to questions.

Our services do not include providing any design or construction services that will be required if/after TSEP construction funding is obtained for replacement of the Armington Bridge. At this time, we will also not be providing geotechnical, survey or other in field services since they are likely not required for the PER. We will be using our geotechnical, civil and structural engineers to assist with specific engineering discussions in the PER and TSEP application.

As you know, the awarded construction funding for TSEP projects requires equal County monies to be used for construction. Also, the scoring of the TSEP construction application and PER are then compared to the scores of all other TSEP projects submitted. Matching funding is not guaranteed and depending on the needs of other Counties, the competition could be more difficult some funding cycles than others. We commit ourselves to put together the best PER and application we can based on our scope of work.

"EXHIBIT A"

During flooding and high water runoff, the Armington Bridge has the potential to experience structural damage, cause flooding damage and contribute to life-safety and property damage to the surrounding area. Since the Armington bridge MDT rating (a criteria heavily used to score higher) is higher than most bridges seeking matching TSEP bridge replacement funding, our goal is to focus on these flooding/life safety concerns to help obtain the highest score possible.

We look forward to the opportunity to work with you in preparing the TSEP application with the PER. Please contact us if you have any questions. If you find our scope of services to be acceptable, please sign the attached contract and return it to us.

Sincerely,

Rodney R. Blake *PE*
Structural Engineer
TD&H ENGINEERING

ATTACHMENT: SHORT FORM AGREEMENT

J:\2018\18-071 Cascade Co_Armington Bridge\DOCUMENTS\CONTRACTS\TDH Proposal for PER - ARMINGTON BRIDGE.DOC