NOTICE OF PUBLIC MEETING

The Lewis and Clark Board of County Commissioners Public Meeting will be held on Tuesday, November 24, 2026 at 9:00 AM in Commission Chambers, Rm 330.

It is the policy of the Board of County Commissioners to render a decision at a later date after they have had ample time to consider all oral and written public testimony. The BoCC may render a final decision on the same date if substantial new information is not received. Public comment must be limited to matters under the jurisdiction of the Commission.

1. **Pledge of Allegiance**

2. **Consent Action Items**

3. **Action Items**

   a. **Camp Bright Horizons Presentation by Carroll College. (Kellie McBride)**

      The Commissioners will hear a presentation from Carroll College regarding Camp Bright Horizons, a program serving children of incarcerated parents. Lewis and Clark County contracts with Carroll College to coordinate and implement the camp. The presentation will provide an overview of the camp held July 30–31, 2026, including its implementation, activities, and overall outcomes.

   b. **Contract Between Lewis and Clark County and TD&H Engineering, Inc. (Jessica Makus)**

      The Commissioners will consider the contract with TD&H Engineering, Inc. for the Lewis and Clark County Road Ownership and Centerline Classification Project for a total contract value of $145,000. Contract work will provide historic legal research on the jurisdictional status of roads within the County through April 30, 2028.

   c. **Professional Services Contract Between Lewis and Clark County and Great West Engineering, Inc. (Audra Zacherl)**

      The Commissioners will consider the contract with Great West Engineering to complete the Tier 2 non-methane organic compounds (NMOC) testing in compliance with the Landfill's Montana Department of Environmental Quality air quality permit. Work will be completed by December 31, 2026 for a sum not to exceed $49,400.

d. **Independent Contractor Contract Between Lewis and Clark County and D-C Construction. (Audra Zacherl)**

The Commissioners will consider the contract with D-C Construction to replace the porch and ramp on the 222 Broadway Building. Work will be completed by May 31, 2027, for a total sum not to exceed $46,225.

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

5. **Adjourn**

ADA NOTICE

Lewis and Clark County is committed to providing access to persons with disabilities for its meetings, in compliance with Title II of the Americans with Disabilities Act and the Montana Human Rights Act. The County will not exclude persons with disabilities from participation at its meetings or otherwise deny them County's services, programs, or activities. Persons with disabilities requiring accommodations to participate in the County's meetings, services, programs, or activities should contact Keni Grose, as soon as possible to allow sufficient time to arrange for the requested accommodation, at any of the following:

- **(406)-447-8316**
- **kgrose@lccountymt.gov**
- **TTY Relay Service 1-800-253-4091 or 711**
- **316 N Park, Room 303**

County Commission Goals and Objectives

Lewis and Clark County strives to provide exceptional customer service, effective communication, stewardship of public funds, and long-range planning.

Criminal Justice Services
Lewis and Clark County

316 N. Park Ave. Room 304 Helena, MT 59623
Phone: 406-447-8347 Fax: 406-447-8398
e-mail: bocc@lccountmyt.gov

TITLE: Camp Bright Horizons Presentation by Carroll College. (Kellie McBride)

EXECUTIVE SUMMARY: The Commissioners will hear a presentation from Carroll College regarding Camp Bright Horizons, a program serving children of incarcerated parents. Lewis and Clark County contracts with Carroll College to coordinate and implement the camp. The presentation will provide an overview of the camp held July 30–31, 2026, including its implementation, activities, and overall outcomes.

COVER SHEET

Staff Report_Carroll College_11.24.2026.pdf

Kellie McBride
Criminal Justice Services Director

(406) 447-8380 Office
kmcbride@lccountymt.gov

Law and Justice Center
406 Fuller Avenue
Helena, Montana 59623

https://www.lccountymt.gov/CJS

Lewis and Clark County

Department of Criminal Justice Services Criminal Justice Coordinating Council

STAFF REPORT

Date: November 24, 2026
To: Board of County Commissioners
From: Kellie McBride, Director
Re: Camp Bright Horizons – Camp for Children of Incarcerated Parent Presentation by Carroll College

County Commission Hearing: **Tuesday, November 24, 9:00 a.m.**

I. EXECUTIVE SUMMARY:

On April 9, 2026 this board approved a contract with Carroll College to coordinate and implement Camp Bright Horizons, a summer camp serving children of incarcerated parents.

Today, representatives from Carroll College are here to share an overview of the camp, discuss its implementation, and provide the Commission with an update on how the Camp went and how the scheduled monthly follow-ups are going.

We appreciate Carroll College's partnership and their commitment to serving children and families in our community. I will turn it over to Carroll College for their presentation.

Public Works
Lewis and Clark County

316 N. Park Ave. Room 304 Helena, MT 59623
Phone: 406-447-8347 Fax: 406-447-8398
e-mail: bocc@lccountmyt.gov

TITLE: Contract Between Lewis and Clark County and TD&H Engineering, Inc. (Jessica Makus)

EXECUTIVE SUMMARY: The Commissioners will consider the contract with TD&H Engineering, Inc. for the Lewis and Clark County Road Ownership and Centerline Classification Project for a total contract value of $145,000. Contract work will provide historic legal research on the jurisdictional status of roads within the County through April 30, 2028.

COVER SHEET

TD&H_County_Road_Research_BoCC_MEMO.pdf
TDH_County_Road_Research_Professional_Services_Contract_Exhibits_Signed.pdf
Contract Cover Sheet_TDH_Signed.pdf

Jessica Makus
Special Districts Program Coord.
Ph: 406-447-8029
Fax: 406-447-8033



3402 Cooney Drive
Helena, MT 59602

jmakus@lccountymt.gov

LEWIS AND CLARK COUNTY

Public Works Department

Date:	November 24, 2026
To:	Board of County Commissioners
From:	Jessica Makus, Special Districts Program Coordinator
Subject:	Contract with TD&H Engineering, Inc., for the Lewis and Clark County Road Ownership and Centerline Classification Project

Before you this morning is a contract with TD&H Engineering, Inc., to provide research work to support the Lewis and Clark County Road Ownership and Centerline Classification Project. The contract would begin upon final execution and run through April 30, 2028, with a total contract cost of up to $145,000.

Contract work will provide historic legal research on the jurisdictional status of roads within the County and verify centerline geospatial data for these roads through right-of-way verification. This project would continue the efforts of the Public Works, Community Development and Planning, and GIS Departments to research historic records, including County Commission Journals, maps, aerial photos, current and past surveys, and right-of-way determinations to gather necessary documentation to declare roads “County Roads” as defined through 7-14-2101, MCA, and develop resolutions for review and consideration by the Board of County Commissioners. This contract was procured through a Request for Proposals (RFP) that advertised in the Helena Independent Record on August 22, and August 29, 2026, and closed on September 18, 2026. We received a total of four proposals and TD&H was selected after scoring by the evaluation committee.

Funding for this work has been budgeted over the next two fiscal years. A grant award from the Montana State Library through the Montana Geospatial Information Act (MGIA) Grant Program was awarded and accepted by the Commission in July 2026, in the amount of $65,000. In addition, the County has committed $80,000 towards the project. Of the $80,000, $20,000 will come from the local Lewis and Clark County MGIA funds, which are generated through local filing fees, and managed through the County IT Department. The remaining $60,000 will come from the Metropolitan Planning Organization (MPO) funds and be equally split between funds

allocated to the Community Development and Planning Department, the Public Works Department Road Division, and the Public Works Department Bridge Division.

Staff recommend approval of the contract with TD&H Engineering, Inc. and authorize the Chair to sign contract documents.

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 Thomas, Dean & Hoskins, Inc. (TD & H Engineering), herein referred to as "CONSULTANT", whose address is 32 S. Ewing Street, Suite 300W, Helena, MT 59601, and phone number is (406) 603-4200.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONSULTANT agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated as **Exhibit A**.

2. INDEPENDENT CONTRACTOR: COUNTY hereby employs CONSULTANT as an independent contractor to complete and perform the scope of services. It is understood by the parties hereto that CONSULTANT is an independent CONSULTANT and that neither its principals nor its employees, if any, are employees of COUNTY for purposes of tax, retirement system, or social security (FICA) withholding. COUNTY shall not have control over the performance of this Contract by CONSULTANT or its employees, except to specify the time and place of performance. COUNTY shall not be responsible for security or protection of CONSULTANT's supplies or equipment.

3. WARRANTY: CONSULTANT warrants that all services shall be performed in a professional manner. CONSULTANT acknowledges that it shall be liable for any breach of this warranty for a period of one (1) year from the time services are completed.

4. LIAISON: COUNTY's designated liaison with CONSULTANT is Jenny Chambers, Public Works and Planning Department Director or their designee. CONSULTANT's designated liaison with COUNTY is Kyle Palagi, Regional Manager.

5. EFFECTIVE DATE AND TIME OF PERFORMANCE: CONSULTANT shall commence work upon approval of this Contract by both parties and shall complete the described work by April 1, 2028, with final invoicing by April 30, 2028.

6. COMPENSATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONSULTANT time and materials for a total sum not to exceed One Hundred Forty-Five Thousand dollars ($145,000). CONSULTANT shall submit monthly invoices to COUNTY based on **Exhibit B**, Schedule of Billing Rates. COUNTY shall pay invoices within 30 days of invoice date.

7. CONFLICT OF INTEREST: CONSULTANT covenants that it presently has no interest and shall 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 shall employ no person who has any such interest.

8. 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 shall be bound by all of the terms and conditions of this Contract.

9. 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 shall 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.

10. 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.

11. 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.

12. 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. CONSULTANT shall also comply with the applicable federal laws, rules, and regulations provided in **Exhibit C** of this agreement.

13. NONDISCRIMINATION: CONSULTANT shall 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.

14. 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 shall be construed under and governed by the laws of the State of Montana.

15. 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.

16. 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.

17. 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.

18. AUTHORITY AND CAPACITY TO EXECUTE: CONSULTANT and COUNTY represent that the undersigned individuals possess the authority and capacity to enter into and bind the parties to the terms and conditions contained in this Contract.

COUNTY:

Date: _____

_____

Tom Rolfe
Chair, Board of County Commissioners
Lewis and Clark County

ATTEST:

_____

Amy Reeves
Clerk and Recorder
Lewis and Clark County

(Seal)

CONSULTANT:

Date: 11/17/2026

_____

Kyle Palagi
Regional Manager
TD&H Engineering

EXHIBIT A
Scope of Services

Provide historic legal research on the jurisdictional status of roads within the County and provide the evidence necessary to develop resolutions for adoption by the Commission.

The roads to be considered, in order of priority, are listed in table at the end of Exhibit A.

Resources available and provided by the County for this project include:

- Lewis and Clark County Historic Road Map from 1950 showing existing County Roads;
- Historic records data, including reference folders to roads named on the Lewis and Clark Historic Road Map, which may include details such as original petition information, assignment of viewers, improvement details, maps, etc.;
- Historic Commission journals from approximately 1865 – 1995; and
    - NOTE: Commission journals until approximately 1906 are handwritten and some journals are missing.
- Historic and recent surveys.

Deliverables shall include:

- Evidence of "County Road" acquisition for full extents of the included road corridors, including:
    - Petition information, including recognition by the Board of County Commissioners and the assignment of viewers or surveyors;
    - Initial road improvement estimates;
    - County Road dedication;
    - Historic evidence of road maintenance by the County; and
- Evidence of right-of-way widths for full extents of the included road corridors;
- Summary report for each road with supporting information/documentation including dates and actions in order to declare road a "County Road".

Task 1 — Project Initiation & Data Compilation. TD&H will hold a kickoff meeting with the County's designated liaisons to confirm deliverable format, GIS/mapping conventions, and the priority sequence set by the County's Road Rank Score (RFP Appendix A). We will then compile and index the County-provided resources — the 1950 Historic Road Map, historic reference folders, Commission Journals (1865–1995, including the handwritten and incomplete pre-1906 volumes), and historic and recent surveys — into a per-road research tracking log so that every finding is dated, sourced, and traceable to the underlying record.

Task 2 — Road-by-Road Historic Research. For each corridor, researched in descending Road Rank Score order, TD&H will document petition information, assignment of viewers/surveyors, initial costs of acquisition, County Road dedication, and evidence of historic County maintenance sufficient to establish County Road status under 7-14-2101(4)(b), MCA. TD&H will cross-reference Certificates of Survey, subdivision plats, and MDT plan sets, as needed, to

establish right-of-way widths for the full corridor extent, applying Montana's statutory default road-width standards and, where journal entries are silent, Peter Dayton's 2013 MARLS presentation on Montana Road Law as a supplemental guide — consistent with the Williams Street example provided in RFP Appendix A. Research is scoped and limited to what is necessary to substantiate County Road status.

Task 3 — Documentation & QA/QC. TD&H will prepare a summary report for each road corridor, in the RFP Appendix A format, with supporting documentation, dates, and actions. Every report and evidence packet is independently reviewed by a second researcher. Gwen Hein, PE, is TD&H's senior civil engineer who will be performing QA/QC reviews before any documents are sent back to the County for final approval. Should TD&H use any AI-assisted tool to help organize or cross-reference the research record (for example, a digital tracking log across the 82 road corridors), that use will be disclosed to the County and Montana State Library in advance, and every output will be reviewed and verified by licensed TD&H personnel before delivery — consistent with the Montana Generative Artificial Intelligence Acceptable Use Policy (MOM-POL0021372-AI-AUP). No AI-generated content will reach a deliverable without human review.

Task 4 — Deliverable Submission. Completed evidence packets and summary reports will be submitted to the County in priority-tier batches, so the County staff can bring finished road files to the Board for adoption without waiting for full contract completion. TD&H will leverage the winter months to create a backlog of evidence packets for commissioner approval, continuing into spring/summer at a somewhat reduced pace that will allow our surveyors to prioritize field work during the summer months.
Remaining research will be completed during the winter of 2027. TD&H will track budget-versus-progress throughout the project term (November 2026 – April 2028) and provide status updates at a cadence the County prefers.

EXHIBIT B
Schedule of Billing Rates

Reserving 10% ($14,500) for project management, QA/QC, and grant-compliance administration leaves a $130,500 research budget. Each of the County's 82 listed road corridors has been assigned a *Research Difficulty* (Tier 1 through Tier 3) and funded strictly in descending Road Rank Score order — no lower-priority road is funded ahead of a higher-priority one.

Research Difficulty Tier	Unit Cost	Roads Funded	Subtotal
Tier 1 (Low)	$1,500	21	$31,500
Tier 1.5	$1,800	1	$1,800
Tier 2 (Moderate)	$2,400	18	$43,200
Tier 2.5	$3,000	4	$12,000
Tier 3 (High)	$3,500	12	$42,000

This tiered approach will ensure that 56 of the County's 82 listed road corridors (68%) will be completed.

TD&H's schedule of billing rates:

Key Personnel / Classification	Hourly Rate
Kyle Palagi, PE, SE — Engineer V (Principal-in-Charge)	$206 / hr
Gwen Hein, PE — Engineer IV (Senior Civil Engineer)	$181 / hr
Mike Newhouse, PLS — Registered Land Surveyor (Survey Lead)	$173 / hr

Rates shown are billed on a time-and-materials basis. The road-corridor cost estimates in Section 4 reflect anticipated average effort at these rates by research difficulty tier and are not a fixed price per road.

EXHIBIT C
Specific Terms and Conditions

This solicitation is made using funding provided to Lewis and Clark County (COUNTY) by the Montana State Library through the Montana Geospatial Information Act Grant.

The following terms and conditions apply to the selected offeror (CONSULTANT) as a contractor of the COUNTY, and any of CONSULTANT'S subcontractors, according to the terms and conditions contained in the agreement between the COUNTY and the Montana State Library.

1. PROJECT MANAGEMENT, ROLES, AND RESPONSIBILITIES. The CONSULTANT or other parties employed by the COUNTY to perform work under this Contract may not report to or otherwise correspond directly with the Montana State Library.

2. OWNERSHIP AND PUBLICATION OF MATERIALS. All reports, information, data, and other materials prepared by the CONSULTANT, or any of its contractors or subcontractors, in furtherance of this Contract are the property of the COUNTY and the Montana State Library, which both have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part, such property and any information relating thereto. 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 the COUNTY and the Montana State Library.

3. ACCEPTANCE OF STATE REQUIREMENTS.
   A. The COUNTY will comply with all applicable requirements and administrative directives established by the Montana State Library and all other applicable local, state, and federal laws, regulations, administrative directives, procedures, ordinances, or resolutions.
   B. If COUNTY uses generative artificial intelligence (AI) in any work performed under this Agreement, COUNTY must comply with Montana's Generative Artificial Intelligence Acceptable Use Policy (MOM-POL0021372-AI-AUP), specifically:
      i. Disclosure: Notify Montana State Library of any AI tool use in deliverables or work products.
      ii. Human Review: All AI-generated content must be reviewed and verified by qualified personnel before submission.
      iii. Quality and Ethics: Ensure AI outputs are accurate, free from bias, and comply with applicable laws and professional standards.
      iv. COUNTY remains fully responsible for the accuracy, quality, and compliance of all deliverables, regardless of AI use.
   C. CONSULTANT, as a contractor for COUNTY, and any subcontractors for CONSULTANT, shall also comply with these requirements.

4. COMPLIANCE WITH LAWS. As a subcontractor for the COUNTY, CONSULTANT and any of CONSULTANT'S subcontractors, shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. CONSULTANT is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees, and taxes under the Patient Protection and Affordable Care Act [P.1. 111-148, 124 Stat. 119]. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. CONSULTANT agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the person performing under this Agreement.

5. 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.

CONTRACT COVER SHEET

This form is required for all procured contracts and must be completed before the contract is transmitted to the contractor/consultant for signature. This form does not apply to grant awards, grant contracts, sub-awards, intergovernmental agreements, or leases. Include this completed form as an attachment in Peak Agenda when submitting to the BOCC for contract authorization. Retain this document in the office's/department's contract file.

Office or Department: Public Works

Project Name/Agenda Title: **Road Research**

Total Contract Value: $145000

Procurement Method: Request for Proposals

- Procurement Exception: Select From Menu

Standard Lewis and Clark County Contract Template: YES (●) NO ( )

- If "NO" above, legal review completed by County Attorney's Office: ☐

Public Works Contract: YES ( ) NO (●)

- Montana Prevailing Wage Requirements: ☐
- Davis-Bacon Requirements: ☐
- Performance/Payment Bond Requirements: ☐
- Contract Work Hours Requirements: ☐

Budget Authority: YES (●) NO ( ) Fund Code: Multiple (Grant, Road, and IT)

Grant Funded: YES (●) NO ( ) Funding Source: MGIA

Funding Pass-through Conditions Exhibit: C Award/Contract #: MGIA_FY27_10_LewisClarkCount

Unique Entity Identifier (UEI): GA9XVDL5YYP9

Debarment/Suspension Check Date: 10/26/26

Cloud-based Services (e.g., SaaS, PaaS, IaaS): ☐ Network Switch: ☐

Network Connected: ☐ Camera: ☐

Software Subscription: ☐ Door Security: ☐

Internet Connection: ☐ Alarm: ☐

Comments:

Jenny Chambers — Digitally signed by Jenny Chambers Date: 2026.11.16 12:37:54 -07'00'

Elected Official/Director

Digitally signed by Ann McCauley Date: 2026.11.16 14:35:56 -07'00'

Procurement Officer

Digitally signed by Ann McCauley Date: 2026.11.16 14:35:56 -07'00'

Finance Officer

Digitally signed by Ann McCauley Date: 2026.11.16 14:35:56 -07'00'

Grants Officer

IT&S

Public Works
Lewis and Clark County

316 N. Park Ave. Room 304 Helena, MT 59623
Phone: 406-447-8347 Fax: 406-447-8398
e-mail: bocc@lccountmyt.gov

TITLE: Professional Services Contract Between Lewis and Clark County and Great West Engineering, Inc. (Audra Zacherl)

EXECUTIVE SUMMARY: The Commissioners will consider the contract with Great West Engineering to complete the Tier 2 non-methane organic compounds (NMOC) testing in compliance with the Landfill's Montana Department of Environmental Quality air quality permit. Work will be completed by December 31, 2026 for a sum not to exceed $49,400.

COVER SHEET

GW Tier 2.BOCC Memo.pdf
Great West.Landfill Tier II v2.pdf
Exhibit A-Tier 2 Scope.pdf
Exhibit B-Rates
25-ccs.Great West.Tier II_ ch.pdf

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

3402 Cooney Drive
Helena, Montana 59602

azacherl@lccountymt.gov

LEWIS AND CLARK COUNTY

Public Works Department

DATE: November 24, 2026

TO: Board of County Commissioners

FROM: Audra Zacherl, Assistant Director

RE: Great West Engineering, Inc. – Tier 2 NMOC Gas Sampling and Reporting

Before you this morning is a contract with Great West Engineering, Inc. to complete the Landfill's Tier 2 non-methane organic compounds testing to comply with the Montana Department of Environmental Quality air quality permit. Tier 2 testing and reporting is required every five years. Work will be completed by December 31, 2026, for a total sum not to exceed $49,400.

Funding for this project is from the FY27 Landfill operations fund.

Staff recommends that the Board of County Commissioners approve the contract with Great West Engineering, Inc. for a total amount not to exceed $49,500 and authorize the Chair to sign all applicable contract documents.

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 Great West Engineering, Inc., herein referred to as "CONSULTANT", whose address is 250 Helen P Clarke Street, Helena, Montana 59601 and phone number is (406) 449-8627, who are herein collectively referred to as the "Parties" and each individually as a "Party".

THE PARTIES AGREE AS FOLLOWS:

1. EMPLOYMENT OF CONSULTANT: COUNTY hereby employs CONSULTANT as an independent contractor to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated as **Exhibit A**. COUNTY reserves the right to choose key personnel that it feels are most suited to the specific task.

2. 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.

3. GENERAL CONDITIONS: The General Conditions for this Contract shall be as follows:
   A. Standard of Care. The standard of care for all professional 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. The Parties hereby agree that any claim(s) for re-performance or non-conforming Services based on breach of the representations set forth in this Section 3 must be brought within one (1) year of the completion of the applicable Services.
   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 3.A. of this Contract, 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. 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.

4. ERRORS AND OMISSIONS: CONSULTANT will perform all services in a professional manner as defined in Section 3 above. CONSULTANT will hold harmless COUNTY from any loss or damage to the extent resulting from the negligent or willful actions of CONSULTANT. CONSULTANT acknowledges that it will be liable to COUNTY for any breach CONSULTANT causes to this Contract.

5. LIAISON: COUNTY's designated liaison with CONSULTANT is Jenny Chambers, Director of Public Works or their designee. CONSULTANT's designated liaison with COUNTY is Travis Craig, PE, Project Manager.

6. EFFECTIVE DATE AND TIME OF PERFORMANCE: CONSULTANT shall commence work under this contract beginning upon approval of this Contract by both Parties and shall complete the described work by January 30, 2027.

7. COMPENSATION: For the satisfactory completion of the scope services, COUNTY shall pay CONSULTANT time and materials for a total sum not to exceed Forty-nine Thousand Four Hundred Dollars ($49,400). CONSULTANT shall submit monthly invoices to COUNTY based on **Exhibit B**, Schedule of Billing Rates. COUNTY shall pay invoices within 30 days of invoice date.

8. 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.

9. 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.

10. 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.

11. INDEMNIFICATION AND LIABILITY: 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 negligent or willful 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 (except there is no duty to defend professional liability claims) 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. AUTHORITY AND CAPACITY TO EXECUTE: CONSULTANT and COUNTY represent that the undersigned individuals possess the authority and capacity to enter into and bind the Parties to the terms and conditions contained in this Contract.

This space intentionally left blank.

COUNTY:

Date: _____

_____

Tom Rolfe
Chair, Board of County Commissioners
Lewis and Clark County

ATTEST:

_____

Amy Reeves, Clerk and Recorder

(Seal)

CONSULTANT:

Date: 11-14-2024

_____

William B Lloyd
President
Great West Engineering, Inc.

EXHIBIT A
SCOPE OF WORK
LEWIS AND CLARK COUNTY LANDFILL
TIER 2 NMOC GAS SAMPLING AND REPORTING 2026

Great West Engineering will work with Lewis and Clark County Landfill to complete Tier 2 NMOC testing as outlined by NSPS regulations.

ON-SITE SAMPLE COLLECTION

Great West Engineering will prepare a Source Test Protocol and Procedures Manual to submit to DEQ for approval prior to the Tier 2 field sampling event. Great West Engineering will hire a qualified subcontractor to conduct the Tier 2 testing. The subcontractor will be responsible for the successful collection of gas samples, following EPA protocols, from an estimated 29 points on the inactive portions of the Lewis and Clark County Landfill.

Federal regulations require a minimum of two sampling points per hectare for facilities with less than 30 hectares of in-place waste. The Lewis and Clark County Landfill testing area consists of 14.5 hectares, and so will require 29 sampling points. Up to three samples can be composited in a single sample container, so the subcontractor will use approximately 10 canisters for collection of the 29 samples (nine canisters with three samples and one canister with two samples). Three extra canisters will be provided in case of unforeseen sampling issues or conditions to preclude possible delays in the sample collection step.

LABORATORY TESTING AND ANALYSIS

Our subcontractor will retain a certified laboratory to analyze the gas samples. Great West will coordinate the field work with the County and the subcontractor, provide oversight of the shipping procedures, track turnaround time of testing at the laboratory, and review the reasonability of the analytical testing results. Sample collection, handling, and shipping, along with the analytical costs, will be the responsibility of our subcontractor.

Great West Engineering will review the data validation records of the Tier 2 testing results provided by our subcontractor and the laboratory to determine if the testing process falls within acceptable parameters. The subcontractor will provide a testing report that summarizes the field sampling, sample compositing, shipping records, analytical results, and the average NMOC concentration. Great West will then apply the new NMOC concentration along with waste acceptance records provided by Lewis and Clark County to the U.S. EPA mathematical model (LandGEM) to predict the future NMOC mass emissions. Great West will use previous LandGEM models and update with current waste acceptance rates and the new NMOC concentration from the Tier 2 testing. The results will be summarized in a letter addressed to MDEQ with attachments of the testing report and LandGEM model outputs.

This scope includes an allowance of $38,146 for Vista Geosciences to perform sampling and laboratory analysis. Great West will waive its 10% subconsultant markup for this task on a one-time basis.

SCHEDULE

The following key milestone dates form the basis of delivery of this scope of services (as the project progresses, these dates are subject to change).

Milestone	Date
Sampling Event (Anticipated – weather permitting)	By year end 2026*
Submit Report to MDEQ	No later than 60 days after sampling event

* Dependent on DEQ approval of Source Test Protocol Procedures Manual.

COMPENSATION

Great West will complete this task order on an hourly rate basis not to exceed $49,400.

GreatWest ENGINEERING

EXHIBIT B
2026 SCHEDULE OF BILLING RATES

	Hourly Rate
Clerical Support	$88
Project Assistant	104
Project Coordinator	120
Project Specialist	150
Project Administrator	158
Certified Grant Writer 1	165
Certified Grant Writer 2	191
Environmental Scientist	167
GIS Specialist	139
Resident Project Representative 1	165
Resident Project Representative 2	180
Designer	151
Senior Designer	172
Planner I	146
Planner II	158
Planner III	178
Senior Planner	189
Senior Hydrogeologist	212
Assistant Project Manager	150
Engineering Tech	104
Engineer 1	154
Engineer 2	166
Engineer 3	177
Engineer 4	187-202
Engineer 5	214-226
Engineer 6	232-239

Reimbursable Expenses include but are not limited to:

Auto Mileage	$.85/mile
Outside Consultants, Fees, Shipping, Supplies, Travel & Per Diem	1.10xcost

*These rates are subject to periodic adjustment.

EXHIBIT A
SCOPE OF WORK
LEWIS AND CLARK COUNTY LANDFILL
TIER 2 NMOC GAS SAMPLING AND REPORTING 2026

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GreatWest ENGINEERING

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	Hourly Rate
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Project Coordinator	120
Project Specialist	150
Project Administrator	158
Certified Grant Writer 1	165
Certified Grant Writer 2	191
Environmental Scientist	167
GIS Specialist	139
Resident Project Representative 1	165
Resident Project Representative 2	180
Designer	151
Senior Designer	172
Planner I	146
Planner II	158
Planner III	178
Senior Planner	189
Senior Hydrogeologist	212
Assistant Project Manager	150
Engineering Tech	104
Engineer 1	154
Engineer 2	166
Engineer 3	177
Engineer 4	187-202
Engineer 5	214-226
Engineer 6	232-239

Reimbursable Expenses include but are not limited to:

Auto Mileage	$.85/mile
Outside Consultants, Fees, Shipping, Supplies, Travel & Per Diem	1.10xcost

*These rates are subject to periodic adjustment.

CONTRACT COVER SHEET

This form is required for all procured contracts and must be completed before the contract is transmitted to the contractor/consultant for signature. This form does not apply to grant awards, grant contracts, sub-awards, intergovernmental agreements, or leases. Include this completed form as an attachment in Peak Agenda when submitting to the BOCC for contract authorization. Retain this document in the office's/department's contract file.

Office or Department: **Public Works - Landfill**

Project Name/Agenda Title: **Tier II**

Total Contract Value: $49,400

Procurement Method: Direct Negotiation

- Procurement Exception: Select From Menu

Standard Lewis and Clark County Contract Template: YES (●) NO ( )

- If "NO" above, legal review completed by County Attorney's Office: ☐

Public Works Contract: YES ( ) NO (●)

- Montana Prevailing Wage Requirements: ☐
- Davis-Bacon Requirements: ☐
- Performance/Payment Bond Requirements: ☐
- Contract Work Hours Requirements: ☐

Budget Authority: YES (●) NO ( ) Fund Code: 541332505003910

Grant Funded: YES ( ) NO (●) Funding Source:

Funding Pass-through Conditions Exhibit: ☐ Award/Contract #:

Unique Entity Identifier (UEI):

Debarment/Suspension Check Date:

Cloud-based Services (e.g., SaaS, PaaS, IaaS): ☐ Network Switch: ☐

Network Connected: ☐ Camera: ☐

Software Subscription: ☐ Door Security: ☐

Internet Connection: ☐ Alarm: ☐

Comments:

Jenny Chambers — Digitally signed by Jenny Chambers Date: 2026.11.13 13:55:34 -07'00'

Elected Official/Director

Frank Cornwell — Digitally signed by Frank Cornwell Date: 2026.11.13 16:15:01 -07'00'

Procurement Officer

Frank Cornwell — Digitally signed by Frank Cornwell Date: 2026.11.13 16:15:01 -07'00'

Finance Officer

_____

Grants Officer

_____

IT&S

Public Works
Lewis and Clark County

316 N. Park Ave. Room 304 Helena, MT 59623
Phone: 406-447-8347 Fax: 406-447-8398
e-mail: bocc@lccountmyt.gov

TITLE: Independent Contractor Contract Between Lewis and Clark County and D-C Construction. (Audra Zacherl)

EXECUTIVE SUMMARY: The Commissioners will consider the contract with D-C Construction to replace the porch and ramp on the 222 Broadway Building. Work will be completed by May 31, 2027, for a total sum not to exceed $46,225.

COVER SHEET

DC Const.222 Ramp. BOCC Memo.pdf
D-C Construction Contract
Contract Cover Sheet-DC Const_222 Bldg Ramp and Deck_ch.pdf

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

3402 Cooney Drive
Helena, Montana 59602

azacherl@lccountymt.gov

LEWIS AND CLARK COUNTY

Public Works Department

DATE: November 24, 2026

TO: Board of County Commissioners

FROM: Audra Zacherl, Assistant Director

RE: D-C Construction – 222 Building Deck and Ramp

Before you this morning is a contract with D-C Construction to remove the existing deck, handrail and ramp from the 222 Broadway building and replace with composite decking and aluminum handrails and balusters.

Work will be completed by May 31, 2027, for a sum not to exceed $46,225. Funding for this project is from the FY27 buildings capital improvement fund.

Staff recommends that the Board of County Commissioners approve the contract with D-C Construction for a total amount not to exceed $46,225 and authorize the Chair to sign all applicable contract documents.

LEWIS AND CLARK COUNTY
INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Lewis and Clark County, Montana, herein referred to as "COUNTY", and D-C Construction, herein referred to as "CONTRACTOR", whose address is PO Box 1988, Helena, Montana, 59624, phone number is (406) 594-9616, and Montana Contractor Registration Number is 1057251C.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated as **Exhibit A**.

2. INDEPENDENT CONTRACTOR: COUNTY hereby employs CONTRACTOR as an independent contractor to complete and perform the scope of services. It is understood by the parties hereto that CONTRACTOR is an independent CONTRACTOR and that neither its principals nor its employees, if any, are employees of COUNTY for purposes of tax, retirement system, or social security (FICA) withholding. It is further understood that pursuant to section 39-71-401, MCA, CONTRACTOR has obtained, and shall maintain at its expense for the duration of this Contract, coverage in a workers' compensation plan for its principals and employees for the services to be performed hereunder. COUNTY shall not have control over the performance of this Contract by CONTRACTOR or its employees, except to specify the time and place of performance. No changes to key personnel may be made by CONTRACTOR without consent of COUNTY. COUNTY shall not be responsible for security or protection of CONTRACTOR's supplies or equipment.

3. WARRANTY: CONTRACTOR warrants that all services shall be performed in a professional manner. CONTRACTOR acknowledges that it shall be liable for any breach of this warranty for a period of one (1) year from the time services are completed.

4. LIAISON: COUNTY's designated liaison with CONTRACTOR is Jenny Chambers, Public Works Director or their designee. CONTRACTOR's designated liaison with COUNTY is Dave Clark.

5. EFFECTIVE DATE AND TIME OF PERFORMANCE: CONTRACTOR shall commence work upon approval of this Contract by both parties and shall complete the described work by May 31, 2027.

6. COMPENSATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR time and materials for a total sum not to exceed Forty-six Thousand Two Hundred Twenty-five and Zero Cents ($46,225.00). CONTRACTOR shall submit final invoices to COUNTY based on **Exhibit A**, Schedule of Billing Rates. COUNTY shall pay invoices within 30 days of invoice date. Additionally, COUNTY shall withhold at least one thousand dollars ($1,000.00) of the total Contract price pursuant to section 18-2-404 (2), MCA, until the termination of this Contract, but may not withhold more than five percent (5%) of the

total Contract price pursuant to section 18-2-316, MCA, if CONTRACTOR is performing by the terms of this Contract.

7. CONFLICT OF INTEREST: CONTRACTOR covenants that it presently has no interest and shall 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. CONTRACTOR further covenants that in performing this Contract it shall employ no person who has such interest.

8. 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. CONTRACTOR 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 shall be bound by all of the terms and conditions of this Contract.

9. OWNERSHIP AND PUBLICATION OF MATERIALS: All reports, information, data, and other materials prepared by CONTRACTOR 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 for the specific purpose intended shall be at COUNTY 's sole risk and without liability or legal exposure to CONTRACTOR. 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.

10. INDEMNIFICATION: CONTRACTOR 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 CONTRACTOR's performance of this Contract except for liability arising out of concurrent or sole negligence of COUNTY or its officers, agents or employees. Further, CONTRACTOR shall indemnify, hold harmless, and defend COUNTY against all claims, demands, damages, costs, expenses or liability arising out of CONTRACTOR'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.

11. INSURANCE: CONTRACTOR 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. CONTRACTOR 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.

12. COMPLIANCE WITH LAWS: CONTRACTOR shall comply with applicable federal, state, and local laws, rules and regulations. CONTRACTOR 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. CONTRACTOR is responsible for obtaining any and all permits required to perform the Contract.

13. NONDISCRIMINATION: CONTRACTOR shall 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.

14. MONTANA PREVAILING WAGE: All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars ($25,000.00) will be paid wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of Montana Prevailing Wage Rates established by the Montana Department of Labor and Industry. Rates applicable to this Contract are attached as **Exhibit B** and, by this reference, made part of this Contract.

    Each CONTRACTOR (Prime and sub) must submit (through the prime CONTRACTOR) certified payrolls for each week from the time the project begins through completion. Certified payrolls must be numbered sequentially and submitted on a weekly basis whether or not work was performed. If no work was performed, CONTRACTOR shall note this on the payroll.

15. PREFERENCE: CONTRACTOR unequivocally agrees to give preference to the employment of bona fide Montana residents in compliance with 18-2-403 (1), MCA. Pursuant to 18-2-409, MCA, except for projects involving the expenditure of federal aid funds or where residency preference laws are specifically prohibited by federal law, CONTRACTOR shall ensure that at least 50% of the workers of CONTRACTOR (including workers employed by subcontractors) working on the project shall be bona fide Montana residents.

16. SPECIAL FUEL TAX: ***This Section only applies if CONTRACTOR is doing work pertaining to a public road.*** As required by 15-70-403 (8-9), MCA, fuels used by CONTRACTOR and their subcontractor(s) in connection with any work performed under contracts pertaining to the construction, reconstruction, or improvement of a highway or street and its appurtenances awarded by any public agencies, including federal, state, county, municipal or other political subdivisions, must be fuel on which Montana fuel tax has been paid.

17. CONTRACTOR'S GROSS RECEIPTS TAX: ***This Section only applies if the Contract value is eighty thousand dollars ($80,000) and greater.*** All CONTRACTORS or subcontractors performing public construction work are required to comply with Title 15, Chapter 50, MCA and pay or have withheld from earnings one percent (1%) of the gross contract price.

18. 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 shall be construed under and governed by the laws of the State of Montana.

19. 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.

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    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.

21. 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 CONTRACTOR for completed and accepted work within thirty (30) days of termination. CONTRACTOR shall not be entitled to payment for incomplete or unacceptable work.

22. AUTHORITY AND CAPACITY TO EXECUTE: CONTRACTOR and COUNTY represent that the undersigned individuals possess the authority and capacity to enter into and bind the parties to the terms and conditions contained in this Contract.

This space intentionally left blank.

COUNTY:

Date: _____

_____
Tom Rolfe
Chair, Board of County Commissioners
Lewis and Clark County

CONTRACTOR:

Date: 18 Nov 26

_____
Dave Clark
President
D-C Construction

ATTEST:

_____
Amy Reeves
Clerk and Recorder
Lewis and Clark County

(Seal)

D/C Construction

EXHIBIT A

Bid Proposal

5 Oct, 2026

OWNER INFORMATION

Name	Mac McCarley- Buildings Supt
Address	222 Broadway
City, State ZIP	Helena, MT 59601
Phone	406-447-8299
Email	Mmccarley@lccounty.gov
Project Name	Bldg 222 Trex Ramp and Deck

CONTRACTOR INFORMATION

Company	D-C Construction
Name	Dave Clark
Address	PO Box 1988
City, State ZIP	Helena, MT 59624
Phone	(406) 594-9616
Email	daveclarkdc55@gmail.com

SCOPE OF WORK

Remove and replace all decking, handrails, post sleves and ballusters, fascia stair treads and risers. New decking materials to be "TREX" composite materials. Handrails and ballusters to be aluminum. Repair and fortify existing substrate as necessary

NOT INCLUDED

Permit- Do not anticipate requirement of City Bdg Permit

COMPANY PROPOSAL

D-C Construction proposes to perform the work described for a lump-sum total of $46,225

D. E. Clark
Submitted by (Company Representative)

5 Oct, ,2026
Date

j

OWNER ACCEPTANCE

Accepted By (Company Representative)

Date

EXHIBIT B

MONTANA
PREVAILING WAGE RATES FOR BUILDING CONSTRUCTION SERVICES 2026

Effective: April 25, 2026

Greg Gianforte, Governor
State of Montana

Sarah Swanson, Commissioner
Department of Labor & Industry

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ESD at erd.dli.mt.gov/labor-standards or contact:

Employment Standards Division
Montana Department of Labor and Industry
P. O. Box 8011
Helena, MT 59604
Phone 406-444-6543

The department welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. Each employer is required to pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the department's website at https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the department's website at https://erd.dli.mt.gov/labor-standards/public-contracts-prevailing-wage-law/ or contact the department at (406) 444-6543.

SARAH SWANSON
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication

B. Definition of Building Construction

For the purposes of Prevailing Wage, the Commissioner of Labor and Industry has determined that building construction occupations are defined to be those performed by a person engaged in a recognized trade or craft, or any skilled, semi-skilled, or unskilled manual labor related to the construction, alteration, or repair of a public building or facility, and does not include engineering, superintendence, management, office or clerical work.

The Administrative Rules of Montana (ARM), 24.17.501(2) – 2(c), states *"Building construction projects generally are the constructions of sheltered enclosures with walk-in access for housing persons, machinery, equipment, or supplies. It includes all construction of such structures, incidental installation of utilities and equipment, both above and below grade level, as well as incidental grading, utilities and paving.*

Examples of building construction include, but are not limited to, alterations and additions to buildings, apartment buildings (5 stories and above), arenas (closed), auditoriums, automobile parking garages, banks and financial buildings, barracks, churches, city halls, civic centers, commercial buildings, court houses, detention facilities, dormitories, farm buildings, fire stations, hospitals, hotels, industrial buildings, institutional buildings, libraries, mausoleums, motels, museums, nursing and convalescent facilities, office buildings, out-patient clinics, passenger and freight terminal buildings, police stations, post offices, power plants, prefabricated buildings, remodeling buildings, renovating buildings, repairing buildings, restaurants, schools, service stations, shopping centers, stores, subway stations, theaters, warehouses, water and sewage treatment plants (buildings only), etc."

C. Definition of Public Works Contract

Section 18-2-401(11)(a), MCA defines "public works contract" as *"...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of $25,000..."*.

D. Prevailing Wage Schedule

This publication covers only Building Construction occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy Construction, Highway Construction, and Nonconstruction Services occupations can be found on the department's website at https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/ or by contacting the department at (406) 444-6543.

E. Rates to Use for Projects

ARM, 24.17.127(1)(c), states *"The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised."*

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

"(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency."

G. Fringe Benefits
Section 18-2-412, MCA states:

"(1) To fulfill the obligation...a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

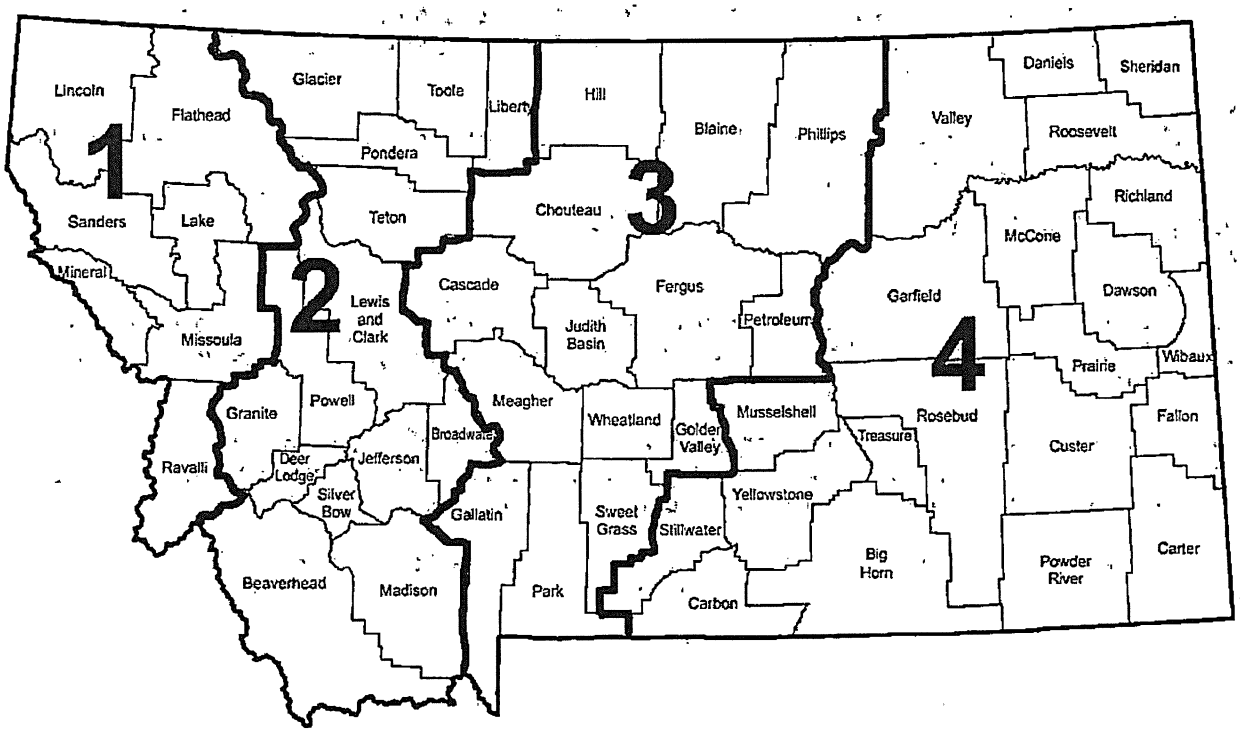
(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor."

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

H. Prevailing Wage Districts
Montana counties are aggregated into four districts for the purpose of prevailing wage. The prevailing wage districts are composed of the following counties, per ARM 24.17.107:

Montana Prevailing Wage Districts



I. Dispatch City

Section 18-2-411(6), MCA, defines dispatch city as *"...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Miles City, Missoula and Sidney."* A dispatch city shall be considered the point of origin only for jobs within the counties identified in that district (as shown below):

District 1 – Kalispell and Missoula: includes Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders;
District 2 – Butte and Helena: includes Beaverhead, Broadwater, Deer Lodge, Glacier, Granite, Jefferson, Lewis and Clark, Liberty, Madison, Pondera, Powell, Silver Bow, Teton, and Toole;
District 3 – Bozeman and Great Falls: includes Blaine, Cascade, Chouteau, Fergus, Gallatin, Golden Valley, Hill, Judith Basin, Meagher, Park, Petroleum, Phillips, Sweet Grass, and Wheatland;
District 4 – Billings, Miles City and Sidney: includes Big Horn, Carbon, Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Musselshell, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Stillwater, Treasure, Valley, Wibaux, and Yellowstone.

J. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(25), defines zone pay as *"...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job."* See section I above for a list of dispatch cities.

K. Computing Travel Benefits

ARM, 24.17.103(23), states *"'Travel pay,' also referred to as 'travel allowance,' is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee's home, whichever is closer, to the center of the job."* See section I above for a list of dispatch cities.

L. Per Diem

ARM, 24.17.103(19), states *"'Per diem' typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer."*

M. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, Section 18-2-416(2), MCA states *"...The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract."* Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

N. Posting Notice of Prevailing Wages

Section 18-2-406, MCA provides that contractors, subcontractors and employers who are *"...performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees."*

O. Employment Preference

Sections 18-2-403 and 18-2-409, MCA requires contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

P. Projects of a Mixed Nature
Section 18-2-418, MCA states:

"(1) The contracting agency shall determine, based on the preponderance of labor hours to be worked, whether the public works construction services project is classified as a highway construction project, a heavy construction project, or a building construction project.

(2) Once the project has been classified, employees in each trade classification who are working on that project must be paid at the rate for that project classification"

Q. Occupations Definitions
You can find definitions for these occupations on the following Bureau of Labor Statistics website:
http://www.bls.gov/oes/current/oes_stru.htm

R. Welder Rates
Welders receive the rate prescribed for the craft performing an operation to which welding is incidental.

S. Foreman Rates
Rates are no longer set for foremen. However, if a foreman performs journey level work, the foreman must be paid at least the journey level rate.

WAGE RATES

BOILERMAKERS

No Rate Established

Duties Include:
Construct, assemble, maintain, and repair stationary steam boilers, boiler house auxiliaries, process vessels, and pressure vessels.

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BRICK, BLOCK, AND STONE MASONS

	Wage	Benefit
District 1	$33.81	$18.06
District 2	$33.81	$18.06
District 3	$33.81	$18.06
District 4	$33.81	$18.06

Per Diem:
0-70 mi. free zone
>70-90 mi. $60/day
>90 mi. $80/day

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CARPENTERS

	Wage	Benefit
District 1	$32.05	$16.33
District 2	$32.05	$16.33
District 3	$32.05	$16.33
District 4	$32.05	$16.33

Zone Pay:
0-30 mi. free zone
>30-60 mi. + $4.00/hr.
>60mi. + $6.00/hr.

Duties Include:
Construct, erect, install, or repair structures and fixtures made of wood and comparable materials, such as concrete forms; mass timber framing, building frameworks, including partitions, joists, studding, and rafters; and wood stairways, window and door frames, and hardwood floors. May also install cabinets, siding, drywall, and batt or roll insulation. Includes brattice builders who build doors or brattices (ventilation walls or partitions) in underground passageways.

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CARPET INSTALLERS

No Rate Established

Duties Include:
Lay and install carpet from rolls or blocks on floors. Install padding and trim flooring materials.

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CEMENT MASONS AND CONCRETE FINISHERS

	Wage	Benefit
District 1	$31.59	$5.29
District 2	$29.16	$3.13
District 3	$27.13	$0.96
District 4	$27.13	$0.96

Duties Include:
Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, or curbs. Align forms for sidewalks, curbs, or gutters.

Zone Pay:
0-30 mi. free zone
>30-60 mi. + $2.95/hr.
>60mi. + $4.75/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

	Wage	Benefit
District 1	$31.33	$15.05
District 2	$32.34	$16.79
District 3	$32.34	$16.79
District 4	$30.50	$16.79

This group includes but is not limited to:
Air Compressor; Auto Fine Grader; Belt Finishing; Boring Machine (Small); Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-End Loader, under 1 cu. yd; Oiler, Herman Nelson Heater; Mucking Machine; Oiler, All Except Cranes/Shovels; Pumpman.

Zone Pay:
Districts 2 & 3
0-30 mi. base pay
>30-60 mi. + $3.50/hr.
>60 mi. + $5.50/hr.
District 4
0-30 mi. free zone
>30-60 mi. + $3.05/hr.
>60 mi. + $4.85/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

	Wage	Benefit
District 1	$29.96	$11.13
District 2	$33.23	$16.79
District 3	$34.45	$16.79
District 4	$33.55	$19.55

This group includes but is not limited to:
Air Doctor; Backhoe\Excavator\Shovel, up to and incl. 3 cu. yds; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, Large; Broom, Self-Propelled; Concrete Travel Batcher; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push, & Side Boom; Elevating Grader\Gradall; Field Equipment Serviceman; Front-End Loader, 1 cu. yd up to and incl. 5 cu. yds; Grade Setter; Heavy Duty Drills, All Types; Hoist\Tugger, All; Hydralift Forklifts & Similar; Industrial Locomotive; Motor Patrol (except finish); Mountain Skidder; Oiler, Cranes\Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete\Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot (Self-Propelled); Roller, 25 tons and over; Ross Carrier; Rotomill, under 6 ft; Trenching Machine; Washing /Screening Plant.

Zone Pay:
District 2
0-30 mi. base pay
>30-60 mi. + $3.50/hr.
>60 mi. + $5.50/hr.

District 3 & 4
0-30 mi. free zone
>30-60 mi. + $3.05/hr.
>60 mi. + $4.85/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

	Wage	Benefit
District 1	$31.02	$10.47
District 2	$34.65	$16.79
District 3	$33.29	$7.89
District 4	$34.65	$16.79

This group includes but is not limited to:
Asphalt Paving Machine; Asphalt Screed; Backhoe\Excavator\Shovel, over 3 cu. yds; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine\Slip Form Paver; Finish Dozer; Front-End Loader, over 5 cu. yds; Mechanic\Welder; Pioneer Dozer; Roller Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, Single, Twin, or Pulling Belly-Dump; YO-YO Cat Haul Truck, Articulating Trucks, Vac Truck.

Zone Pay:
Districts 2, 3 & 4
0-30 mi. base pay
>30-60 mi. + $3.50/hr.
>60 mi. + $5.50/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

	Wage	Benefit
District 1	$35.78	$16.79
District 2	$35.59	$15.56
District 3	$35.81	$15.78
District 4	$35.78	$16.79

This group includes but is not limited to:
Asphalt\Hot Plant Operator; Cranes, 25 tons up to and incl. 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

Zone Pay:
All Districts
0-30 mi. free
>30-60 mi. + $3.50/hr.
>60 mi. + $5.50/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

	Wage	Benefit
District 1	$36.93	$16.79
District 2	$35.95	$15.49
District 3	$36.93	$16.79
District 4	$36.93	$16.79

This group includes but is not limited to:
Cranes, 45 tons up to and incl. 74 tons.

Zone Pay:
All Districts
0-30 mi. free
>30-60 mi. + $3.50/hr.
>60 mi. + $5.50/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

	Wage	Benefit
District 1	$38.06	$16.79
District 2	$38.06	$16.79
District 3	$38.06	$16.79
District 4	$38.06	$16.79

This group includes but is not limited to:
Cranes, 75 tons up to and incl. 149 tons; Cranes, Whirley (All).

Zone Pay:
All Districts
0-30 mi. free
>30-60 mi. + $3.50/hr.
>60 mi. + $5.50/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

	Wage	Benefit
District 1	$39.21	$16.79
District 2	$39.21	$16.79
District 3	$39.21	$16.79
District 4	$39.21	$16.79

This group includes but is not limited to:
Cranes, 150 tons up to and incl. 250 tons; Cranes, over 250 tons—add $1.00 per hr. for every 100 tons over 250 tons; Crane, Tower (All); Crane Stiff-Leg or Derrick; Helicopter Hoist.

Zone Pay:
All Districts
0-30 mi. free
>30-60 mi. + $3.50/hr.
>60 mi. + $5.50/hr.

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CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

No Rate Established

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CONSTRUCTION LABORERS GROUP 2

	Wage	Benefit
District 1	$28.42	$10.34
District 2	$27.42	$15.02
District 3	$27.90	$9.55
District 4	$26.80	$9.85

This group includes but is not limited to:
General Labor; Asbestos Removal; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-lay Down; Crusher and Batch Worker; Heater Tender; Fence Erector; Landscape Laborer; Landscaper; Lawn Sprinkler Installer; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sign Erection; Guardrail and Jersey Rail; Spike Driver; Stake Jumper; Signalman; Tail Hoseman; Tool Checker and Houseman.

Zone Pay:
All Districts
0-15 mi. free zone
>15-30 mi. + $0.65/hr
>30-50 mi. + $0.85/hr.
>50 mi. + $1.25/hr.

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CONSTRUCTION LABORERS GROUP 3

	Wage	Benefit
District 1	$26.56	NRE
District 2	$26.56	NRE
District 3	$26.02	NRE
District 4	$25.95	NRE

This group includes but is not limited to:
Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker) Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power and Tamper.

Zone Pay:
All Districts
0-15 mi. free zone
>15-30 mi. + $0.65/hr
>30-50 mi. + $0.85/hr.
>50 mi. + $1.25/hr.

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CONSTRUCTION LABORERS GROUP 4

	Wage	Benefit
District 1	$27.50	$12.22
District 2	$27.60	$12.22
District 3	$27.68	$9.45
District 4	$31.60	$12.22

This group includes but is not limited to:
Hod Carrier; Water Well Laborer; Blaster; Wagon Driller; Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete) Powderman; Rock & Core Drill; Track or Truck Mounted Wagon Drill and Welder incl. Air Arc.

Zone Pay:
All Districts
0-15 mi. free zone
>15-30 mi. + $0.65/hr
>30-50 mi. + $0.85/hr.
>50 mi. + $1.25/hr.

Per Diem:
0-70 mi. free zone
71-90 mi. $35/day
91+ mi. $80/day

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DRYWALL APPLICATORS

	Wage	Benefit
District 1	$32.05	$15.02
District 2	$32.05	$15.02
District 3	$32.05	$15.02
District 4	$32.05	$15.02

Duties Include:
Drywall and ceiling tile installation.

Zone Pay:
0-30 mi. free zone
>30-60 mi. + $4.00/hr.
>60mi. + $6.00/hr.

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ELECTRICIANS: INCLUDING BUILDING AUTOMATION CONTROL

	Wage	Benefit
District 1	$40.71	$18.05
District 2	$37.99	$18.32
District 3	$37.19	$17.39
District 4	$41.92	$16.32

Duties Include:
Electrical wiring; equipment and fixtures; streetlights; electrical control systems. Installation and/or adjusting of building automation controls also during testing and balancing, commissioning and retro-commissioning.

Per Diem:

District 1
45+ mi. $75/day

District 3
50+ mi. $110/day

District 4
60+ mi. $90/day

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ELEVATOR CONSTRUCTORS

	Wage	Benefit
District 1	$67.61	$47.54
District 2	$67.61	$47.54
District 3	$67.61	$47.54
District 4	$67.61	$47.54

Per Diem:
$119/day

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FLOORLAYERS

No Rate Established

Duties Include:
Apply blocks, strips, or sheets of shock-absorbing, sound-deadening, or decorative coverings to floors.

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GLAZIERS

	Wage	Benefit
District 1	$25.32	$5.07
District 2	$25.32	$5.07
District 3	$25.32	$5.07
District 4	$24.83	$5.07

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HEATING AND AIR CONDITIONING

	Wage	Benefit
District 1	$40.07	$22.93
District 2	$40.07	$22.93
District 3	$40.07	$22.93
District 4	$40.07	$22.93

Duties Include:
Heating, air conditioning, and refrigeration mechanics and installers work on heating, ventilation, air conditioning, and refrigeration (HVACR) systems that control the temperature and air quality in buildings.

Per Diem:
$85/day

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INSULATION WORKERS-MECHANICAL(HEAT AND FROST)

	Wage	Benefit
District 1	$43.81	$22.94
District 2	$43.81	$22.94
District 3	$43.81	$22.94
District 4	$43.81	$22.94

Duties Include:
Insulate pipes, ductwork or other mechanical systems.

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Travel Pay:
0-30 mi. free
31-40 mi. $30 per day
>40-50 mi. $40/day
>50-60 mi. $55/day
>60 mi. $65/day, plus: $0.66 for each mile over 60, up to $400 unless:
• Employee traveling in employee's vehicle on employer's time, then rate changes to $0.20 per mi., only for miles over 60.
• Employee traveling in company-provided vehicle with company-paid fuel, no additional travel pay mileage required.

Zone Pay:
0-30 mi. free
31-40 mi. $3.75/hr.
>40-50 mi. $5.00/hr.
>50-60 mi. $6.88/hr.
>60 mi. $8.13/hr. only if employee is commuting, if employee is staying over, Per Diem applies instead.

Per Diem:
60+ mi. $130/day; or, employer pays for lodging + $35/day for meals.

IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

	Wage	Benefit
District 1	$36.83	$25.78
District 2	$36.83	$25.78
District 3	$36.83	$25.78
District 4	$36.83	$25.78

Duties Include:
Position and secure steel bars or mesh in concrete forms in order to reinforce concrete. Use a variety of fasteners, rod-bending machines, blowtorches, and hand tools. Includes rod busters.

Per Diem:
0-45 mi. free zone
45-85 mi. $100/day
85+ mi. $150/day

Big Sky/Resort Area $200/day

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IRONWORKERS - STRUCTURAL IRON AND STEEL WORKERS

	Wage	Benefit
District 1	$36.83	$25.78
District 2	$36.83	$25.78
District 3	$36.83	$25.78
District 4	$36.83	$25.78

Duties Include:
Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

Per Diem:
0-45 mi. free zone
45-85 mi. $100/day
85+ mi. $150/day

Big Sky/Resort Area $200/day

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MILLWRIGHTS

	Wage	Benefit
District 1	$45.26	$23.71
District 2	$45.26	$23.71
District 3	$45.26	$23.71
District 4	$45.26	$23.71

Zone Pay:
All Districts
0-30 mi. free zone
>30-60 mi.+ $4.00/hr.
>60 mi. + $6.00/hr.

Per Diem:
$110 day or employer pays for single occupancy lodging

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PAINTERS: INCLUDING PAPERHANGERS

	Wage	Benefit
District 1	$23.10	$4.74
District 2	$23.10	$4.74
District 3	$24.83	$4.74
District 4	$24.83	$4.74

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PILEBUCKS

No Rate Established

Duties Include:
Set up crane; set up hammer; weld tips on piles; set leads; ensure piles are driven straight with the use of level or plum bob. Give direction to crane operator as to speed and direction of swing. Cut piles to grade.

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PILOT CAR DRIVERS

No Rate Established

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PLASTERERS

	Wage	Benefit
District 1	$32.05	$15.02
District 2	$32.05	$15.02
District 3	$32.05	$15.02
District 4	$32.05	$15.02

Zone Pay:
0-30 mi. free zone
>30-60 mi. + $4.00/hr.
>60mi. + $6.00/hr.

Duties Include:
All materials beyond the substrate, such as a moisture barrier, any type of drainage installation between the moisture barrier and insulation or EPS board, the attachment of the EPS board, installation of fiberglass mesh embedded in the base coat, any water-resistant coat that is applied on top of the insulation to serve as a weather barrier, and the application of the finish coat.

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PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

	Wage	Benefit
District 1	$39.38	$16.26
District 2	$46.95	$19.47
District 3	$46.95	$19.47
District 4	$41.00	$21.31

Duties Include:
Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, other liquids or gases. Testing of piping systems, commissioning and retro-commissioning. Workers in this occupation may also install heating and cooling equipment and mechanical control systems.

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Per Diem:
District 1
30-50 miles $35.00/day
50-75 miles $45.00/day
75+ miles $100.00/day

ROOFERS

	Wage	Benefit
District 1	$34.89	$13.33
District 2	$37.26	$22.93
District 3	$33.81	$9.36
District 4	$34.24	$22.93

Duties Include:
Metal roofing, covers roofs, walls and foundations with water proofing, insulation and vapor barriers in addition to metal flashings. Roofing includes shingles, low slope membranes, metal roofs, insulation, spray foam, coatings and vapor barriers. Wall coverings include metal panels, insulated metal panels and other waterproofing or rain screen systems. Foundation systems include waterproofing and insulation. Excludes prefabricated metal buildings.

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Per Diem:
District 1
$84.00/day
District 2 & 3
Employer pays for room + $30.00/day
District 4
Employer pays for room + $25.00/day

SHEET METAL WORKERS

	Wage	Benefit
District 1	$40.07	$22.93
District 2	$40.07	$22.93
District 3	$40.07	$22.93
District 4	$38.14	$21.61

Per Diem
0-45 mi. free zone
46-65 mi. $35/day
65+ mi. $155/day

Duties Include:
Testing and balancing, commissioning and retro-commissioning of all air-handling equipment and duct work. Manufacture, fabrication, assembling, installation, dismantling, and alteration of all HVAC systems, air conveyor systems, and exhaust systems. All lagging over insulation and all duct lining.

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SOLAR PHOTOVOLTAIC INSTALLERS

No Rate Established

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SPRINKLER FITTERS

	Wage	Benefit
District 1	$40.82	$26.56
District 2	$41.61	$26.25
District 3	$43.23	$26.02
District 4	$44.11	$26.47

Per Diem:
District 1
100+ mi. $150/day

Duties Include but not limited to:
Any and all fire protection systems: Installation, dismantling, inspection, testing, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems, including both overhead and underground water mains, all piping, fire hydrants, standpipes, air lines, tanks, and pumps used in connection with sprinkler and alarm systems.

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TAPERS

No Rate Established

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TELECOMMUNICATIONS EQUIPMENT INSTALLERS

	Wage	Benefit
District 1	$38.89	$12.94
District 2	$25.16	$11.39
District 3	$23.90	$11.86
District 4	$23.90	$11.86

Per Diem:
Federal GSA Rate

Duties Include:
Install voice; sound; vision and data systems. This occupation includes burglar alarms, fire alarms, fiber optic systems, and video systems for security or entertainment

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TERRAZZO WORKERS AND FINISHERS

No Rate Established

Duties Include:
Finish work on hard tile, marble, and wood tile to floors, ceilings, and roof decks

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TILE AND STONE SETTERS

	Wage	Benefit
District 1	$27.80	$2.93
District 2	$29.40	$3.07
District 3	$29.60	$3.38
District 4	$31.07	$3.36

Duties Include:
Apply hard tile, stone, and comparable materials to walls, floors, ceilings, countertops, and roof decks.

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TRUCK DRIVERS

	Wage	Benefit
District 1	$25.80	$6.43
District 2	$28.08	$6.50
District 3	$31.20	$6.30
District 4	$31.25	$5.99

Truck drivers include but are not limited to:
Combination Truck & Concrete Mixer; Distributor Driver; Dry Batch Trucks; DumpTrucks & Similar Equipment; Flat Trucks; Lowboys, Four-Wheel Trailers, Float Semitrailer; Powder Truck Driver (Bulk Unloader Type); Servicemen; Service Truck Drivers, Fuel Truck Drivers, Tiremen; Trucks with Power Equipment; Truck Mechanic; Water Tank Drivers, Petroleum Product Drivers.

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CONTRACT COVER SHEET

This form is required for all procured contracts and must be completed before the contract is transmitted to the contractor/consultant for signature. This form does not apply to grant awards, grant contracts, sub-awards, intergovernmental agreements, or leases. Include this completed form as an attachment in Peak Agenda when submitting to the BOCC for contract authorization. Retain this document in the office's/department's contract file.

Office or Department: **Public Works**

Project Name/Agenda Title: **222 Bldg Ramp/Deck**

Total Contract Value: $46,225

Procurement Method: Limited Solicitation

- Procurement Exception: Select From Menu

Standard Lewis and Clark County Contract Template: YES (●) NO ( )

- If "NO" above, legal review completed by County Attorney's Office: ☐

Public Works Contract: YES (●) NO ( )

- Montana Prevailing Wage Requirements: ☑
- Davis-Bacon Requirements: ☐
- Performance/Payment Bond Requirements: ☐
- Contract Work Hours Requirements: ☐

Budget Authority: YES (●) NO ( ) Fund Code: 61513474-5009998

Grant Funded: YES ( ) NO (●) Funding Source:

Funding Pass-through Conditions Exhibit: ☐ Award/Contract #:

Unique Entity Identifier (UEI):

Debarment/Suspension Check Date:

Cloud-based Services (e.g., SaaS, PaaS, IaaS): ☐ Network Switch: ☐

Network Connected: ☐ Camera: ☐

Software Subscription: ☐ Door Security: ☐

Internet Connection: ☐ Alarm: ☐

Comments:

Jenny Chambers — Digitally signed by Jenny Chambers Date: 2026.10.21 12:09:53 -06'00'

Elected Official/Director

Misty Edwards — Digitally signed by Misty Edwards Date: 2026.10.23 10:42:58 -06'00'

Procurement Officer

Misty Edwards — Digitally signed by Misty Edwards Date: 2026.10.23 10:42:58 -06'00'

Finance Officer

Grants Officer

IT&S