

AGENDA

*The City of Hardin
406 N. Cheyenne Avenue
Hardin, MT 59034*

July 7, 2026

AUDIO RECORDING BEGINS

MEETING CALLED TO ORDER AT 6:30 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL: Mayor: _____

Alderspersons: Steven Hopes _____

George Toyne _____

Clayton Greer _____

Jeremy Krebs _____

Chris Sharpe _____

Antonio Espinoza _____

CONSENT AGENDA:

Council Meeting 06/16/2026

Claims

PUBLIC COMMENT (agenda items only): 3 minutes per person

MAYOR:

COMMITTEE REPORTS:

- **Personnel Committee/City Policy:** Mayor
- **Sewer & Water:** Hopes
- **Streets & Alleys:** Hopes
- **Law Enforcement:** Toyne
- **Parks & Playgrounds:** Krebs
- **Finance/Landfill:** Greer
- **Resolutions and Ordinances:** Sharpe
- **Economic Development:** Toyne

SPECIAL COMMITTEES:

PETITIONS & COMMUNICATIONS:

- Montana Department of Transportation Summer Newsletter

UNFINISHED BUSINESS:

- Big Horn Hospital Settlement
- Sewer Repair Bills – Pace Construction, Mountain West, Fisher Sand & Gravel

NEW BUSINESS:

- Swearing in Ceremony – Police Officer
- 3 Tandem Axle Dump Truck Bids
- Crawler Loader Bids
- Northcon, Inc. Pay App #12– \$834,564.90
- Interlocal Agreement with Lodge Grass - Amendment NO. 1
- Memorandum of Understanding – City of Hardin, Town of Lodge Grass, and Western Municipal
- Updated EJCDC Contract with Stahly Engineering – 200 Block of Crawford Ave.
- Appointment – Impact Fee Advisory Committee
- Wharton Asphalt bid- North Center Avenue

STAFF REPORTS

- **Public Works:**
- **Finance:**
- **Police:**
- **Legal:**
- **Economic Development:**

RESOLUTIONS & ORDINANCES:

PUBLIC COMMENT: 3 minutes per person

ANNOUNCEMENTS:

Budget Meetings – 5:30 p.m. Council Chambers - July 14, 15, & 16 & Continuing as needed.

City Offices Closed: Friday, July 3, 2026 for Independence Day

City-County Planning Board - Public Hearings and Regular meeting: Hill-Scott Garage and Zoning Ordinance for Marijuana
7:00 p.m. Monday, July 13, 2026 in Council Chambers

City of Hardin Job Openings: Full-time position: Police Chief, Police Officer, School Resource Officer SRO

Meeting adjourned at _____ P.M.

AUDIO RECORDING ENDS

*Additions to the Agenda can be voted on by Council to add to the Agenda for the next Council meeting.
Agenda items will need to be submitted by Wednesday noon before a Tuesday Council meeting.*

**THE COMMON COUNCIL
CITY of HARDIN, MONTANA**

COUNCIL MEETING: The Regular Council Meeting for June 16, 2026 was called to order at 6:30 p.m. with Mayor Riley Ramsey presiding by reciting the Pledge of Allegiance.

The following Aldermen were present: Steven Hopes, George Toyne, Clayton Greer, Chris Sharpe, Antonio Espinoza and Jeremy Krebs.

Also present: Finance Officer/City Clerk Andrew Lehr, Public Works Director Michael Hurff, Jr., Economic Development Director Tina Toyne, Deputy City Clerk Angela Zimmer, Attorney Jordan Knudsen, and Interim Chief of Police Tyler Nedens.

Also present: Several Members of the Public

MINUTES OF THE PREVIOUS MEETINGS & CLAIMS: Greer motioned to approve the Council Meeting of June 2, 2026 as written. Motion seconded by Hopes. On a voice vote the motion was unanimously approved. Greer motioned to approve the Resolution or Ordinances minutes as written for June 2, 2026. Espinoza seconded. On a voice vote the motion was unanimously approved.

Greer made a motion to approve the claims for June 16, 2026.

	CLAIM No.	Monthly Total
April, 2026	33878	\$ 70,964.13
May, 2026	33879, 33888	8,098.46
June, 2026	33839, 3880-33891, 33893, 33895-33931	<u>247,934.45</u>
TOTAL Submitted		\$ 326,997.04

Espinoza seconded the motion. On a voice vote, the motion was unanimously approved.

PUBLIC COMMENT: 3 minutes per person N/A

MAYOR:

Mayor Ramsey reported there was an interview held today for the Chief of Police position.

Toyne noted it has been discussed several times about moving animal control and the Police Service Officer out from under Law Enforcement. Mayor Ramsey reported he intends to look at a couple of ways to merge Animal Control with Code Enforcement. Toyne noted he is getting complaints from constituents on community decay and animals.

COMMITTEE REPORTS:

Personnel Policy/City Policy:

Sewer & Water:

Streets & Alleys:

Law Enforcement:

Toyne reported things are going good; we are regrouping.

Parks & Playgrounds:

Krebs reported the Grand Opening for South Park is scheduled for Saturday, June 20, 2026 from 3:00 p.m. to 5:00 p.m. He noted Big Horn County Electric has donated use of their large boom truck; the cornhole boards have been installed; he and Anika Risener, with the Big Horn County Library, have been putting up signs and banners for the event. The volleyball net has been installed and the picnic tables will be moved there in the next couple of days. The splash pad went live on the 10th of June, since the library held their party there. Krebs noted he is looking for volunteers for the event.

Krebs asked about times for the splash pad and having them posted for the splash pad and recommended the purchase of a timer. There was discussion about purchasing a timer and posting hours; 10:00 a.m. to 8:00 p.m. Hurff noted he will have to check the sign he ordered.

Finance/Landfill:

Mayor Ramsey reported a Finance Committee Meetings are coming up.

Resolutions & Ordinances:

Economic Development:

Toyne reported the City Economic Development Director, Tina Toyne, attended the Reimagining Rural Summit in Townsend, MT; she will provide a full report at the next meeting.

SPECIAL COMMITTEES:

PETITIONS & COMMUNICATIONS:

Mayor Ramsey reported the City received the minutes from the City-County Planning Board Meeting of March 9, 2026.

UNFINISHED BUSINESS: N/A

NEW BUSINESS:

Mayor Ramsey reported Northcon, Inc. submitted Change Order NO. 3 in the amount of \$13,887.75 for the Wastewater Treatment Plant Project. Greer motioned to approve the Northcon, Inc. Change Order NO. 3 in the amount of \$13,887.75. Hopes seconded. On a voice vote the motion was unanimously approved.

Mayor Ramsey reported Northcon, Inc. submitted Pay Application No. 11 in the amount of \$527,925.92 for the Wastewater Treatment Plant Project. Lehr noted Dax Simek, of Stahly Engineering, reviewed and approved the document. Greer motioned to approve Pay Application No. 11. Toyne seconded. On a voice vote the motion was unanimously approved.

Knudsen reviewed the terms of the agreement with Rocky Mountain Power; Suspension, Payment and Release Agreement; that include the payment of \$193,706.02. Hopes motioned to accept this agreement. Toyne seconded. On a voice vote the motion passed. (5/1) Krebs voting Nay.

Lehr reported the ARPA funds for the Lodge Grass Project runs out at the end of this month; the DNRC is not able to extend beyond June. Some of the budget that was set aside for the project wasn't used. The engineers proposed for the City to purchase a floating dock in the amount of \$23,072.38; the dock will be safer for them in making repairs and maintaining the lagoon system. Hopes motioned for the floating dock. Greer seconded. On a voice vote the motion was unanimously approved.

Lehr explained the engineers and DNRC have asked for the City to cover a portion of the mobilization and de-mobilization related to construction at the lagoon to be paid from the ARPA competitive grant that the City is sponsoring. There is approximately \$54,457 left to be spent from the grant that isn't expected to be used on expenses from engineering fees or administrative services the City of Hardin has incurred supporting the grant. Lehr noted the request is to cover the portion of the project that is least risky, which is mobilization, de-mobilization and general conditions. Toyne questioned if the State could attempt to say the funds weren't used for the part of the project they were intended to be spent on and request the funds back. Lehr explained that nothing was misappropriated and that the DNRC was on board with the Town of Lodge Grass engineers in requesting the funds be used towards construction to fully draw the entire grant. Krebs motioned to pay the Lodge Grass Competitive Grant Pay Application. Hopes seconded. On a voice vote the motion was unanimously approved.

Mayor Ramsey reported both HUB International and Johnson Insurance Agency submitted proposals for Worker's Compensation. Lehr reported they both quoted from Montana State Fund; the exact same amount. Greer noted HUB contacted the City prior to the request for info, he motioned to approve HUB International for Workman's Compensations Insurance. Krebs noted they are both the same coverage, just different agent. Sharpe seconded the motion. Krebs voiced Johnson Insurance Agency pays taxes in Hardin; their property is in Hardin; exact same coverage for the exact same price; adding his opinion it would be best to stay local for the same thing. Toyne

seconded; to support local. Mayor Ramsey called for a roll call vote on the first motion to approve HUB International. On a voice vote the motion was a tie with Hopes, Toyne, and Krebs voting Nay and Greer, Sharpe, and Espinoza voting Yea. Mayor Ramsey broke the tie vote by voting Nay. Krebs motioned to approve Johnson Insurance for Worker's Compensation. Hopes seconded. On a voice vote the motion passed. (4/2) Sharpe and Espinoza voting Nay.

STAFF REPORTS:

Public Works:

Hurff reported the project on 3rd Street and Mitchell has been completed. He does not have final invoices yet; there was a discount applied by the company that provided the signage. He noted unfortunately there is a sewer line that failed at the Wastewater Treatment Plant; providing an overview of the plan of action. Hurff reported there are bid openings scheduled for June 25, 2026 for dump trucks and a crawler loader for the landfill.

Hurff reported two new employees started today and looking to start two more. Everyone has been working hard, stepping up, and will be gearing up for Little Big Horn Days.

Toyne asked Lehr is there was still money in Council Budget. Toyne noted he would like to have a pizza party for the guys, City Crew. Lehr noted there are funds.

Hurff noted Complaint forms are available, on the front table, for anyone who has concerns. It helps to have it written down.

Finance:

Lehr reported the City received the 4th Quarter State Entitlement money yesterday and taxes were received from the County; he will put out an addendum to extend the submission deadline for the Request for Proposals for Audit services; and there is scheduled training for the new website this week. The City will be moving to .gov emails. He reported the substantial completion for the Lodge Grass Project is being pushed out. A Budget Meeting is scheduled for next Tuesday, June 23, 2026 at 5:30 p.m.

Police:

Interim Chief of Police Nedens reviewed calls for service. He reported the new speed trailer is stationed on Mitchell Avenue.

Legal:

Economic Development:

RESOLUTIONS & ORDINANCES:

Resolution NO. 2440 – Establishing Wages for Certain City Employees for Fiscal Year 2026/2027. Greer motioned to approve the resolution as written. Hopes seconded. On a voice vote, the motion was unanimously approved.

Resolution NO. 2441 – Establishing Wages of Non-Union Employees and Elected Officials for Fiscal Year 2026/2027. Greer motioned to approve the resolution as written. Sharpe seconded. On a voice vote, the motion passed. (5/1) Toyne abstained.

Resolution NO. 2442 – Establishing Wages for Hardin City Police Department Employees for Fiscal Year 2026/2027. Greer motioned to approve the resolution as written. Toyne seconded. On a voice vote, the motion was unanimously approved.

PUBLIC COMMENT: 3 minutes per person

Carole Fox asked if there is an ordinance for grass, what about alleys; adding some weeds are tall in the alleys. Hopes responded with a yes.

Alexandria Edwards, with Friends of The Depot, extended a Thank you to the City for Little Big Horn Days and that she hoped to see them there.

ANNOUNCEMENTS:

Mayor Ramsey announced the following Employee Anniversaries: May – Jeremy Beckman, 31 years and June – Dean Baker, 12 years; Alexandria Edwards, 1 year; Joshua Garcia, 1 year; Michael Hurff, Jr., 16 years; Lauren Krebs, 1 year; Tamara Mendez, 7 years; Tyler Nedens, 2 years; and Shawndae Old Elk; 5 years. Budget Meetings are scheduled for June 23rd and July 14th, 15th, and 16th, 2026 and Continuing as needed; The South Park Grand Opening Celebration

is scheduled for Saturday, June 20, 2026 3:00 p.m. – 5:00 p.m. – No Business is to be conducted, but there is a possibility for a quorum to be present; a Bid Opening for Three (3) 10 Yard Tandem Axle Dump Trucks is scheduled for 10:00 a.m. June 25, 2026 and a Bid Opening for One (1) New Crawler Loader with Multi-use Bucket, for the Landfill is scheduled for 10:15 a.m. June 25, 2026; and City Offices Closing will be closing at 12:00 p.m. on Friday, June 26, 2026 to attend Little Big Horn Days activities.

The City of Hardin has the following Job Openings: Full-time positions – Police Chief and Police Officers.

Greer motioned to adjourn the meeting at 7:29 p.m. Sharpe seconded. On a voice vote, the motion was unanimously approved.

Riley Ramsey, Mayor

ATTEST:

Andrew Lehr, Finance Officer/City Clerk

City of Hardin

Submitted for Approval

July 7, 2026

Month	CLAIM No.	Monthly Total
April, 2026	33932-33933, 33952	\$ 9,217.29
May, 2026	33965	527,925.92
June, 2026	33934-33938, 33940-33951, 33953-33964, 33966-33977, 33979-33985, 33988-33992, 33994-34012, 34015-34016, 34018-34022, 34024-34027	279,913.83
July, 2026	33939, 33978, 33986, 34013-34014, 34017, 34023	177,910.88
Claims Total (Expenditures)		\$ 994,967.92
June, 2026	3	271,486.35
TOTAL Submitted		\$ 1,266,454.27

Claims or Expenditures over \$5,000 per Resolution #2189

Vendor	Purpose	Check #	Amount
NORTHCON, INC	Pay App #11	-99260	527,925.92
MORRISON-MAIERLE	LG Engineering fees	-99256	65,918.77
MATOVICH OIL CO.	Gas, diesel, oil, DEF, etc	42857	20,016.49
MOUNTAIN WEST HOLDING COMPANY	Traffic control for sewer main on Mitchell	42863	6,475.00
MONTANA MUNICIPAL INTERLOCAL AUTHOR	Property Insurance Premium	-99249	55,964.50
JORDAN W KNUDSEN	Legal services	42852	8,500.00
CUSHING TERRELL	Visitor Information site Architectural fees	42840	19,107.03
JR CIVIL LLC	Contractor on Sewer Main leak - Mitchell	42853	38,577.98
FISHER SAND & GRAVEL CO.	Flow fill for Mitchell sewer leak	42847	15,150.00
BLACK MOUNTAIN SOFTWARE INC	Annual Accounting software fees	42836	33,768.72
MONTANA MUNICIPAL INTERLOCAL AUTHOR	Liability Insurance Premium	-99247	109,561.00

Approved previously at 6/16/2026 meeting:

WALKER DESIGN GROUP LLC	Floating docks for LG Project	-99257	11,536.19
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CITY OF HARDIN**Claims Report****For the Accounting Period: April, 2026**

Vendor	Claim #	Check	Amount
DESTINATIONIQ	CL 33932	42843	3,083.00
DESTINATIONIQ	CL 33933	42843	3,083.00
FIRST INTERSTATE BANK WM	CL 33952	42846	3,051.29
			9,217.29

CITY OF HARDIN

Claims Report

For the Accounting Period: May, 2026

Vendor	Claim #	Check	Amount
NORTHCON, INC	CL 33965	-99260	527,925.92

CITY OF HARDIN

Claims Report

For the Accounting Period: June, 2026

Vendor	Claim #	Check	Amount
DESTINATIONIQ	CL 33934	42843	3,083.00
HEALTHEQUITY	CL 33935	-99255	84.78
HARDIN DO IT BEST	CL 33936	42849	443.18
HARDIN BUILDING CENTER	CL 33937	42848	242.77
LYNN'S SUPERFOODS	CL 33938	42856	39.95
ENERGY LABORATORIES INC	CL 33940	42844	1,251.00
JAY'S BODY SHOP	CL 33941	42851	791.29
TINA M TOYNE	CL 33942	42804	71.50
CHEYENNE ESPINOZA	CL 33943	42803	84.94
MORRISON-MAIERLE	CL 33944	-99256	65,918.77
BIG SKY TIRE & SERVICE CO LLC	CL 33945	42834	1,750.00
MATOVICH OIL CO.	CL 33946	42857	20,016.49
DANA KEPNER COMPANY INC	CL 33947	42841	1,098.46
MOUNTAIN WEST HOLDING COMPANY	CL 33948	42863	6,475.00
DEAN L BAKER	CL 33949	42842	50.06
BIG SKY LINEN & UNIFORM INC	CL 33950	-99258	187.20
WALKER DESIGN GROUP LLC	CL 33951	-99257	11,536.19
REVIZE LLC	CL 33953	42870	2,270.00
ENTERPRISE FLEET MANAGEMENT	CL 33954	-99261	3,459.06
JOSHUA GARCIA	CL 33955	42805	891.07
TINA M TOYNE	CL 33956	42806	99.97
PINE RIDGE FABRICATION LLC	CL 33957	42867	75.00
MONTANA SEPTIC	CL 33958	42861	250.00
KENNEY DESIGN WORX	CL 33959	42854	1,625.75
RDO EQUIPMENT	CL 33960	42869	288.74
WISPWEST.NET	CL 33961	42809	115.12
RCI ENERGY INC	CL 33962	42868	1,415.85
HAWKINS, INC	CL 33963	-99254	427.41
NORTHERN CHIROPRACTIC PC	CL 33964	42864	135.00
E & JK ENTERPRISES DBA SUNDOWN SECURITY	CL 33966	-99259	945.95
MONTANA PREMIERE ENTERTAINMENT	CL 33967	42860	3,288.70
KGHL	CL 33968	42855	257.00
SK GEOTECHNICAL	CL 33969	42872	4,784.00
TOWN & COUNTRY SUPPLY ASSN	CL 33970	42873	80.00
PINE RIDGE FABRICATION LLC	CL 33971	42867	789.00
BARRY DAMSCHEN CONSULTING, LLC	CL 33972	42832	1,950.00
CenturyLink	CL 33973	42838	1,207.15
CITY WATER DEPT	CL 33974	42839	3,303.52
SCHOOL DISTRICTS 17H & 1	CL 33975	42871	1,250.00
CENTURYLINK	CL 33976	-99253	213.15
MIKE'S QUICK LUBE & SERVICE LLC	CL 33977	42858	326.00
BIG SKY FIRE EQUIPMENT	CL 33979	42833	4,381.48
MONTANA DAKOTA UTILITIES	CL 33980	42859	936.30

CITY OF HARDIN**Claims Report****For the Accounting Period: June, 2026**

Vendor	Claim #	Check	Amount
NORTHWEST PIPE FITTINGS	CL 33981	42865	836.55
PETERSON QUALITY OFFICE	CL 33982	42866	180.00
TRACTOR & EQUIPMENT CO	CL 33983	-99251	854.23
TINA M TOYNE	CL 33984	42807	250.00
HEALTHEQUITY	CL 33985	-99250	296.31
JACK WEICHMAN	CL 33988	42815	100.00
BOB SCHOEN	CL 33989	42811	100.00
PAT BRECKENRIDGE	CL 33990	42824	100.00
TERRY BULLIS - MSSB	CL 33991	42876	100.00
BIG SKY LAWN CARE & PLOWING	CL 33992	42810	3,040.00
DENNIS FOX	CL 33994	42813	100.00
HARRY KAUTZMAN	CL 33995	42814	100.00
ROB BRYSON	CL 33996	42825	100.00
KENTON G KEPP	CL 33997	42820	100.00
JAY LUNDBERG	CL 33998	42816	100.00
DANIEL J KLINGENSTEIN	CL 33999	42812	100.00
LARRY W VANDERSLOOT	CL 34000	42822	100.00
JIM WEDEL	CL 34001	42818	100.00
TIM A WAGNER	CL 34002	42831	100.00
TEDDY J BURROUGHS	CL 34003	42829	100.00
KATHERINE M JOHNSON	CL 34004	42819	50.00
SANDRA K BIERY	CL 34005	42827	50.00
JERRY WEMPLE	CL 34006	42817	100.00
MARK BETTS	CL 34007	42823	100.00
RON NEDENS	CL 34008	42826	100.00
KEVIN CANNON	CL 34009	42821	100.00
SHANNON ALBERT	CL 34010	42828	100.00
BLACK MOUNTAIN SOFTWARE INC	CL 34011	-99248	100.00
TYLER NEDENS	CL 34012	42808	416.54
MOUNTAIN ALARM	CL 34015	42862	484.50
JORDAN W KNUDSEN	CL 34016	42852	8,500.00
CUSHING TERRELL	CL 34018	42840	19,107.03
JR CIVIL LLC	CL 34019	42853	38,577.98
FISHER SAND & GRAVEL CO.	CL 34020	42847	15,150.00
IMEG CONSULTANTS CORP	CL 34021	42850	2,955.00
BLACK MOUNTAIN SOFTWARE INC	CL 34022	42836	33,768.72
APG YELLOWSTONE NEWS GROUP	CL 34024	-99246	1,012.77
BILL'S AUTO PARTS	CL 34025	42835	2,584.60
FERGUSON WATERWORKS #1701	CL 34026	42845	1,870.64
UTILITIES UNDERGROUND LOC. CTR.	CL 34027	42874	39.16

279,913.83

CITY OF HARDIN**Claims Report****For the Accounting Period: July, 2026**

Vendor	Claim #	Check	Amount
BNSF RAILWAY COMPANY	CL 33939	42877	2,384.22
SMARTSHEET INC.	CL 33978	-99252	2,088.00
MONTANA MUNICIPAL INTERLOCAL AUTHORITY	CL 33986	-99249	55,964.50
MT. LEAGUE OF CITIES & TOWNS	CL 34013	42878	7,392.00
WACKER INSURANCE AGENCY	CL 34014	42880	260.00
MONTANA MUNICIPAL INTERLOCAL AUTHORITY	CL 34017	-99247	109,561.00
VISIONARY BROADBAND	CL 34023	42879	261.16
			177,910.88

CITY OF HARDIN

Check Report

7/7/2026

Vendor	Claim #	Check	Amount
CHEYENNE ESPINOZA	CL 33943	42803	84.94
TINA M TOYNE	CL 33942	42804	71.50
JOSHUA GARCIA	CL 33955	42805	891.07
TINA M TOYNE	CL 33956	42806	99.97
TINA M TOYNE	CL 33984	42807	250.00
TYLER NEDENS	CL 34012	42808	416.54
WISPWEST.NET	CL 33961	42809	115.12
BIG SKY LAWN CARE & PLOWING	CL 33992	42810	3,040.00
BOB SCHOEN	CL 33989	42811	100.00
DANIEL J KLINGENSTEIN	CL 33999	42812	100.00
DENNIS FOX	CL 33994	42813	100.00
HARRY KAUTZMAN	CL 33995	42814	100.00
JACK WEICHMAN	CL 33988	42815	100.00
JAY LUNDBERG	CL 33998	42816	100.00
JERRY WEMPLE	CL 34006	42817	100.00
JIM WEDEL	CL 34001	42818	100.00
KATHERINE M JOHNSON	CL 34004	42819	50.00
KENTON G KEPP	CL 33997	42820	100.00
KEVIN CANNON	CL 34009	42821	100.00
LARRY W VANDERSLOOT	CL 34000	42822	100.00
MARK BETTS	CL 34007	42823	100.00
PAT BRECKENRIDGE	CL 33990	42824	100.00
ROB BRYSON	CL 33996	42825	100.00
RON NEDENS	CL 34008	42826	100.00
SANDRA K BIERY	CL 34005	42827	50.00
SHANNON ALBERT	CL 34010	42828	100.00
TEDDY J BURROUGHS	CL 34003	42829	100.00
TIM A WAGNER	CL 34002	42831	100.00
BARRY DAMSCHEN CONSULTING, LLC	CL 33972	42832	1,950.00
BIG SKY FIRE EQUIPMENT	CL 33979	42833	4,381.48
BIG SKY TIRE & SERVICE CO LLC	CL 33945	42834	1,750.00
BILL'S AUTO PARTS	CL 34025	42835	2,584.60
BLACK MOUNTAIN SOFTWARE INC	CL 34022	42836	33,768.72
CenturyLink	CL 33973	42838	1,207.15
CITY WATER DEPT	CL 33974	42839	3,303.52
CUSHING TERRELL	CL 34018	42840	19,107.03
DANA KEPNER COMPANY INC	CL 33947	42841	1,098.46
DEAN L BAKER	CL 33949	42842	50.06
DESTINATIONIQ	CL 33932	42843	3,083.00
DESTINATIONIQ	CL 33933	42843	3,083.00
DESTINATIONIQ	CL 33934	42843	3,083.00
ENERGY LABORATORIES INC	CL 33940	42844	1,251.00

CITY OF HARDIN

Check Report

7/7/2026

Vendor	Claim #	Check	Amount
FERGUSON WATERWORKS #1701	CL 34026	42845	1,870.64
FIRST INTERSTATE BANK WM	CL 33952	42846	3,051.29
FISHER SAND & GRAVEL CO.	CL 34020	42847	15,150.00
HARDIN BUILDING CENTER	CL 33937	42848	242.77
HARDIN DO IT BEST	CL 33936	42849	443.18
IMEG CONSULTANTS CORP	CL 34021	42850	2,955.00
JAY'S BODY SHOP	CL 33941	42851	791.29
JORDAN W KNUDSEN	CL 34016	42852	8,500.00
JR CIVIL LLC	CL 34019	42853	38,577.98
KENNEY DESIGN WORX	CL 33959	42854	1,625.75
KGHL	CL 33968	42855	257.00
LYNN'S SUPERFOODS	CL 33938	42856	39.95
MATOVICH OIL CO.	CL 33946	42857	20,016.49
MIKE'S QUICK LUBE & SERVICE LLC	CL 33977	42858	326.00
MONTANA DAKOTA UTILITIES	CL 33980	42859	936.30
MONTANA PREMIERE ENTERTAINMENT	CL 33967	42860	3,288.70
MONTANA SEPTIC	CL 33958	42861	250.00
MOUNTAIN ALARM	CL 34015	42862	484.50
MOUNTAIN WEST HOLDING COMPANY	CL 33948	42863	6,475.00
NORTHERN CHIROPRACTIC PC	CL 33964	42864	135.00
NORTHWEST PIPE FITTINGS	CL 33981	42865	836.55
PETERSON QUALITY OFFICE	CL 33982	42866	180.00
PINE RIDGE FABRICATION LLC	CL 33957	42867	75.00
PINE RIDGE FABRICATION LLC	CL 33971	42867	789.00
RCI ENERGY INC	CL 33962	42868	1,415.85
RDO EQUIPMENT	CL 33960	42869	288.74
REVIZE LLC	CL 33953	42870	2,270.00
SCHOOL DISTRICTS 17H & 1	CL 33975	42871	1,250.00
SK GEOTECHNICAL	CL 33969	42872	4,784.00
TOWN & COUNTRY SUPPLY ASSN	CL 33970	42873	80.00
UTILITIES UNDERGROUND LOC. CTR.	CL 34027	42874	39.16
TERRY BULLIS - MSSB	CL 33991	42876	100.00
BNSF RAILWAY COMPANY	CL 33939	42877	2,384.22
MT. LEAGUE OF CITIES & TOWNS	CL 34013	42878	7,392.00
VISIONARY BROADBAND	CL 34023	42879	261.16
WACKER INSURANCE AGENCY	CL 34014	42880	260.00
APG YELLOWSTONE NEWS GROUP	CL 34024	-99246	1,012.77
MONTANA MUNICIPAL INTERLOCAL AUTHORITY	CL 34017	-99247	109,561.00
BLACK MOUNTAIN SOFTWARE INC	CL 34011	-99248	100.00
MONTANA MUNICIPAL INTERLOCAL AUTHORITY	CL 33986	-99249	55,964.50

CITY OF HARDIN

Check Report

7/7/2026

Vendor	Claim #	Check	Amount
HEALTHEQUITY	CL 33985	-99250	296.31
TRACTOR & EQUIPMENT CO	CL 33983	-99251	854.23
SMARTSHEET INC.	CL 33978	-99252	2,088.00
CENTURYLINK	CL 33976	-99253	213.15
HAWKINS, INC	CL 33963	-99254	427.41
HEALTHEQUITY	CL 33935	-99255	84.78
MORRISON-MAIERLE	CL 33944	-99256	65,918.77
WALKER DESIGN GROUP LLC	CL 33951	-99257	11,536.19
BIG SKY LINEN & UNIFORM INC	CL 33950	-99258	187.20
E & JK ENTERPRISES DBA SUNDOWN SECURITY	CL 33966	-99259	945.95
NORTHCON, INC	CL 33965	-99260	527,925.92
ENTERPRISE FLEET MANAGEMENT	CL 33954	-99261	3,459.06
			994,967.92



NEWSLINE

Montana Department of Transportation
mdt.mt.gov



Summer 2026

MDT Hosts Mock Work Zone to Promote Safety

On April 21, the Montana Department of Transportation (MDT) along with AAA and Montana Highway Patrol (MHP), hosted a Mock Work Zone to support National Work Zone Awareness Week (NWZAW). This event emphasized the importance of safety and humanized those who work on Montana highways every day. At the work zone, attendees were guided through by MDT employees and stopped at check points to learn more about specific equipment and types of work zones drivers may see throughout the state.



A group of attendees learn about the importance of safety while touring the Mock Work Zone.

Always remember: watch for **Humans Working and Safe Actions Save Lives.**



Governor Gianforte (middle) joined MDT in promoting work zone safety by participating in the Mock Work Zone on April 21.

MCS Officers Honored with Governor's Outstanding Service Award

In March, Governor and First Lady Gianforte honored MDT Motor Carrier Services (MCS) employees Corporal (Cpl.) Emily Verbanac and Corporal (Cpl.) Megan Vinyard during a ceremony held in Missoula. On January 23, 2026, Cpl. Vinyard and Cpl. Verbanac were on duty at the Haugan Weigh Station when they were notified of and responded to a single vehicle injury crash on Interstate 90 in Mineral County. A patrol vehicle was not available at the time of the crash notification, so the two MCS officers chose to respond using a personal vehicle. Upon arriving on the scene with local law enforcement, Cpl. Verbanac and Cpl. Vinyard immediately began lifesaving efforts for the vehicle occupants. Their training and swift response helped save lives that day.

Congratulations to Cpl. Verbanac and Cpl. Vinyard for this well-deserved honor! Thank you for your continued service and commitment to the safety of Montana's traveling public.



Governor and First Lady Gianforte honoring MDT employees Cpl. Verbanac (right) and Cpl. Vinyard (middle) during the award ceremony.



Federal Surface Transportation Program Status

In a state as vast and rural as Montana, strong, positive relationships with federal government partners are essential to building and maintaining a safe, reliable transportation system. With thousands of miles of public roads stretching across diverse and often challenging terrain, MDT depends on federal collaboration to meet the needs of communities, businesses, and travelers statewide.

Federal funding programs play a critical role in preserving Montana's infrastructure. Resources from the Federal-Aid Highway Program help repair aging highways, rehabilitate bridges, and improve key freight corridors such as Interstate 90 and Interstate 15. For a state with a relatively small population spread across long distances, these investments make projects possible that would otherwise be out of reach. Beyond funding, federal partners provide access to research, innovation, and technical expertise. MDT works closely with federal agencies on initiatives ranging from roadway safety improvements to wildlife crossings that reduce collisions and protect Montana's natural heritage.

These partnerships directly support Montana's economy. Reliable transportation networks are vital for agriculture, energy, tourism, and small businesses that depend on moving goods efficiently across state lines. They also ensure that rural communities remain connected to essential services, including health care and education. As Montana continues to grow and adapt, the importance of federal-state collaboration will only increase. By continuing to work together, MDT and federal partners will help ensure our state's transportation system remains safe, resilient, and ready for the future.



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- By email: leichenfels@mt.gov
- By phone*: 406-444-7614

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NOTE: Due to State costs associated with printing and mailing, all returned copies of the Newsline will be removed from future mailings to that address and/or contact. New subscriptions may be requested at any time by contacting the Newsline Editor (see options above). We thank you in advance for your help in reducing waste and your assistance in providing updates to your subscription information as they occur.



**SAVE THE DATE
OCTOBER 6**

2026 Annual Transportation Safety Meeting

**Carroll College, All Saints Hall
1601 North Benton Avenue, Helena, Montana**

Mark your calendar for the 2026 Annual Transportation Safety Meeting, where transportation safety program managers, analysts, and decision-makers will come together to explore how data shapes meaningful insights and drives safer outcomes across our transportation system.

This year's event will highlight the full data lifecycle—from collection and integration to communication and informed decision-making. Sessions will feature real-world applications, best practices, and collaborative opportunities to strengthen safety initiatives. Presenters will discuss the importance of data, how it is used, what gaps remain, and how improved data quality can enhance programs and support stronger decisions.

The meeting will open with a review of crash data and how it supports traffic enforcement, public safety communication, infrastructure safety improvements, emergency medical response coordination, integration with hospital data, and alignment with court adjudication, treatment, and driver licensing records. The day will conclude with a Call-to-Action for the coming year.

A full agenda and registration information are under development and will be posted at mdt.mt.gov/visionzero/plans/chsp.aspx.

For additional information, please contact Pam Langve-Davis at 406-444-7646 or plangvedavis@mt.gov.

MDT Missoula District Operations Relocation

After 58 years on West Broadway Street, the MDT Missoula District headquarters is relocating. The first phase of the move was completed this spring, with office staff and Motor Carrier Services now working at 8350 US Highway 10, the MDT Wye site.



New Missoula District Headquarters building.

Shop staff, mechanics, machinists, and service combo equipment will move later this year when renovations are complete at the Wye site equipment shop. In early 2028, construction of equipment storage, welding shop, and construction testing laboratory will be complete and will house MDT's Missoula area highway maintenance crew, communications tech, carpenter, welder, and construction lab employees.

To find contact information for MDT's District Offices, including the Missoula District, visit mdt.mt.gov/contact/organization/districts.aspx.

Safety Tips for Traveling Through Work Zones

Summer highway construction and maintenance are underway, and MDT urges motorists to use extra caution when traveling through work zones. In Montana between 2020 and 2024, there were on average 235 crashes per year related to work zones, including 12 fatal crashes and 284 injury crashes. To keep yourself and workers safe, please:

- Be patient.
- Stay alert and give full attention to driving.
- Obey road signs and instructions from work zone flaggers.
- Turn on headlights to be more visible to workers and other motorists.
- Follow a safe distance behind other vehicles.
- Drive the posted speed.

MDT attempts to minimize inconveniences, but travelers should expect delays, slower travel, and rougher surfaces. To stay informed about road conditions and construction, incidents, restrictions, weather, cameras, and more, go to 511mt.net, dial 511 (800-226-7623 / Montana Relay Service at 711), or download the mobile app, MDT 511 Travel Info.



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Montana Department of Transportation

New Statewide Planning Section Supervisor

Geoﬀ Streeter was selected as MDT's Statewide Planning Section Supervisor in February 2026. Geoﬀ brings six years of experience as a District Transportation Planner with MDT to this new role, along with prior work in materials testing and construction inspections. He holds a Construction Engineering Technology (CET) degree from Montana State University in Bozeman.

During his time with MDT, Geoﬀ has contributed to several key initiatives, including the Statewide Functional Classification Review, the Governor's Red Tape Relief Project, Montana Urban Boundary Adjustments, and supporting Helena, East Helena, and Lewis and Clark County in their establishment as one of Montana's newest Metropolitan Planning Organizations (MPOs).

Leading the Statewide Planning Section, Geoﬀ's focus is on providing excellent customer service to local partners and strengthening the professional relationships that he and his staff rely on each day.

Fun Fact: Outside of work, Geoﬀ is known for his love of horror movies. He and his wife enjoy collecting memorabilia and attending conventions dedicated to the genre.

Contact Geoﬀ at 406-444-9131 or gstreeter@mt.gov.



*Geoﬀ Streeter, MDT
Statewide Planning
Section Supervisor*

New Missoula District Administrator

John Schmidt, P.E., currently serves as MDT's Missoula District Administrator. Prior to this role, John spent several years as the District Project Delivery Engineer, where he led construction operations, contract administration, and strategic project delivery. During his tenure, he managed District-wide construction activities, oversaw a \$125 million annual program, and provided senior leadership in staffing, resource allocation, and long-range planning. Known for his collaborative approach, John helped strengthen interagency coordination, supported emerging engineers, and represented MDT in public forums, legislative discussions, and local government engagement.

John joined MDT in 2005 and progressed through roles including Engineering Project Manager, Field Office Engineer, and Lead Inspector. Drawing on more than two decades of hands-on and managerial experience, he brings a deep understanding of construction practices, operational strategy, and community-focused transportation leadership. He holds a Bachelor of Science in Civil Engineering from Montana State University and is a licensed Professional Engineer in Montana.

Fun Fact: Outside of work, John spends much of his time coaching youth soccer and traveling with his son's competitive team. He recently completed his US Youth Soccer (USYS) grassroots coaching license.

Contact John at 406-523-5802 or johschmidt@mt.gov.



*John Schmidt, MDT Missoula
District Administrator*

Montana Freight Plan Update

The Montana Freight Plan provides a comprehensive evaluation of freight transportation within the state including the identification of goals and strategies for planning and investing in the freight transportation system. The 2026 update to the Montana Freight Plan will be available for public comment late summer of 2026 and will be posted at: mdt.mt.gov/freightplan/2026-update.aspx.

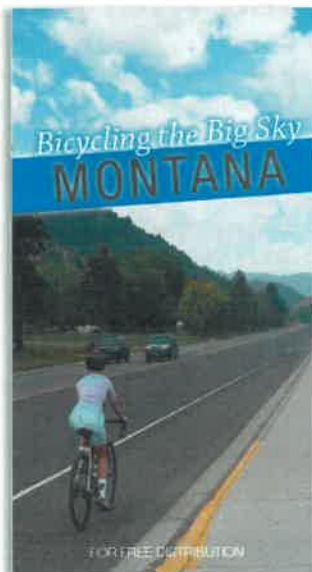
Gear Up for Summer

MDT's Bicycling the Big Sky pocket map is updated for 2026! This handy resource complements the Official State Highway Map and includes highway information important for bicyclists, bicycling laws, and tips for sharing the road.

MDT's Geospatial Section and the Bicycle-Pedestrian Coordinator worked diligently to update the map after collecting the most recent data for shoulder widths, rumble strips, and average summer daily traffic.

Request a free print copy and additional safety materials by contacting mdtbikeped@mt.gov. You can also view the digital map and learn more at:

mdt.mt.gov/travinfo/bikeped/.



What do Good Roads Mean to You?

This year, Good Roads Day falls on June 16. To mark this important date, MDT asks travelers to take a minute to consider how their lives are made better because of Montana's good roads. It's easy to overlook the role a well-maintained network of roads and bridges plays in getting to work, shopping, medical, recreational, and other destinations. In Montana, this is paid for with about 87% federal funds, and 13% state funds. The state funds are generated by user fees including state fuel taxes and gross vehicle weight (GVW) permits. As Montana's infrastructure ages, travel demands grow, and costs rise, the pressure is mounting. Hats off to all the MDT employees and contractors working to keep good roads good, and the Montana Legislature for designating the third Tuesday in June Good Roads Day.



Hats off to MDT's "Humans Working" to keep Montana's good roads good!

100 Deadliest Days of Summer and Montana's SETT Team

The period between Memorial Day and Labor Day known as the "100 Deadliest Days of Summer" is one of the most dangerous times of the year on our roadways. Increased travel, teen drivers out of school, summer events, and impaired, speeding, or distracted driving all contribute to a rise in serious and fatal crashes during these months.

To help keep Montana's roads safer, the Montana Highway Patrol (MHP) deploys its Safety Enforcement Traffic Team (SETT). This specialized unit consists of five troopers and one sergeant, all trained in high-visibility enforcement with a focus on reducing impaired driving, speeding, distracted driving, and seatbelt violations. The SETT Team also works closely with and coordinates enforcement efforts with local law enforcement agencies, ensuring strong coverage and consistent safety messaging across communities.

Planned SETT Team enforcement locations during the 100 Deadliest Days period include:

- Missoula – Memorial Day Weekend
- Kalispell – 4th of July
- Great Falls – Montana State Fair
- Billings – Montana Fair
- Three Forks – Country Jam / Headwaters Event

In addition to MHP's efforts, city and county law enforcement agencies participating in STEP (Selective Traffic Enforcement Program) will also increase their patrols throughout the 100 Deadliest Days. These coordinated, statewide efforts help ensure more visibility, more deterrence, and safer roadways during the busiest travel period of the year.

By combining targeted enforcement with strong public awareness, the SETT Team and local STEP partners help reduce preventable crashes during the most hazardous stretch of the year. As we move into the summer season, please remember to buckle up, stay alert, avoid distractions, and drive sober.

To learn more about Montana's SETT Team and related enforcement efforts, contact Alison Malensek at 406-444-7417 or amalensek@mt.gov.



MDT and FCCLA Continue Traffic Safety Partnership

For the past 10 years, Montana Family, Career and Community Leaders of America (FCCLA) chapter members have been integral to the goal of Vision Zero, helping save lives across the state through local education and outreach. Through MDT's continued partnership with FCCLA, these chapters have created innovative projects that promote teen traffic safety within their own communities.



The "Safe Driving" bus wrap used by Three Forks FCCLA in their traffic safety campaign.

Teen drivers have been involved in approximately 14% of all traffic fatalities on Montana's roadways over the past five years. This statistic underscores MDT's commitment to prioritizing teen traffic safety initiatives.

During the 2025–26 school year, MDT awarded approximately \$21,600 to eight FCCLA chapters across the state to support the development of local teen traffic safety campaigns. These student-led initiatives included school assemblies, community signage improvements, billboard development, newspaper and radio outreach, YouTube videos, and even bus wraps. As in previous years, prizes were awarded to the top three projects:

- 1st Place: Three Forks FCCLA – \$2,000
- 2nd Place: Power FCCLA – \$1,500
- 3rd Place (tie): Roundup FCCLA – \$500
- 3rd Place (tie): Beaverhead County FCCLA – \$500

Award recipients were announced during the Statewide Leadership Conference in Bozeman on March 20, 2026. Examples of the outstanding campaign materials created by these students can be viewed at mdt.mt.gov/visionzero/people/teen-peer-to-peer.aspx.

MDT applauds the dedication of these teens in educating their peers about traffic safety and making a difference in their communities. For more information, contact Sheila Cozzie at 406-444-7301 or scozzie@mt.gov.

Remember to Share the Road with Motorcycles!

Montana's wide-open highways and breathtaking scenery make summer the perfect season for motorcycle riding. But as more riders take to the road, safe driving habits become even more essential. Observing the speed limit, staying alert, and riding and driving sober can be the difference between a memorable summer adventure and a preventable tragedy.

"Motorcycles are some of the most vulnerable vehicles on the road," said Casey Redder, Director of Montana Motorcycle Rider Safety. "It is very important for drivers to remember that a motorcycle has all the rights of the road as any other motorist."

Preliminary 2024 data shows a troubling trend: 38 motorcycle fatalities statewide — roughly 30% more than in 2023. Half of those riders, 19 in total, were not wearing helmets. These are some of the highest numbers Montana has seen in years, underscoring the urgent need for increased awareness and safer behaviors from both riders and drivers.

Motorcycle safety matters. Stay aware of your surroundings, share the road, and always look twice before you move. If you would like additional information on MDT's motorcycle traffic safety program, contact Sheila Cozzie at 406-444-7301 or scozzie@mt.gov.

Lane Filtering for Motorcycles



An operator of a two-wheeled motorcycle may engage in lane filtering when:



the road has lanes wide enough to pass safely



the motorcycle does not go above 20mph when overtaking the stopped or slow-moving vehicle



the vehicle being passed is stopped or is traveling no more than 10mph



the vehicle being passed is in the same direction of travel and the same lane

Montana Traffic Safety Dates

July 6-31, 2026

Speeding Catches Up to You National Speeding Prevention Campaign

June 20, 2026 - July 5, 2026*

4th of July Drive Sober or Get Pulled Over Law Enforcement Impaired Driving Mobilization

August 19, 2026 - September 7, 2026*

Labor Day Drive Sober or Get Pulled Over Law Enforcement Impaired Driving Mobilization

Note: There are Selective Traffic Enforcement Programs (STEP) participating across the state that conduct intensive enforcement of specific traffic safety laws with extensive communication, education, and outreach informing the public about the enforcement activity. For more information, contact Orry Hatcher, MDT Law Enforcement Program Manager at 406-444-0809 or ohatcher@mt.gov.

September 20-26, 2026

Child Passenger Safety Week (National Seat Check Saturday is September 26, 2026)

September 21-27, 2026

See Tracks? Think Train® Week (Operation Lifesaver)

October 1-31, 2026

National Pedestrian Safety Month

October 6, 2026

Montana's Annual Transportation Safety Meeting (see "Save the Date" on page 2 for information)

October 18-24, 2026

Teen Driver Safety Week

October 19-23, 2026

National School Bus Safety Week

***Selective Traffic Enforcement Program (STEP) Mobilization Periods**



Staying Safe While Staying Active

Summer is a great time to choose active transportation like walking or biking, but it also comes with unique safety challenges. Higher temperatures can lead to dehydration or heat exhaustion, especially during peak afternoon hours. Plan trips during cooler parts of the day. When it's possible, wear light and breathable clothing, and always carry water to stay hydrated.

Visibility is another important factor. With longer daylight hours, people may assume they're always easy to see but glare from the sun can reduce visibility for both you and drivers. Wear bright or reflective clothing and consider using lights or reflectors, especially if you're traveling at dawn or dusk.

Road and pathway conditions can change in summer due to increased traffic, construction, or recreational use. Stay alert and avoid distractions like headphones. If you're bicycling, make sure your bike is in good condition, check brakes, tires, and chains regularly. Following traffic rules and signaling your movements clearly helps keep everyone predictable and safe.

Lastly, be mindful of your physical limits. Heat can affect your energy and reaction time more than you might expect. Take breaks in shaded areas, listen to your body, and don't push through signs of fatigue or dizziness. A little preparation goes a long way toward making active transportation safe, enjoyable, and sustainable all summer long.



EMS Program and the Importance of Post-Crash Care

The 2009 Montana Legislature found that emergency medical services (EMS) supplied to patients prior to reaching the hospital, known as prehospital EMS, are critical elements of Montana's overall healthcare system. Both the availability and efficiency of prehospital EMS can improve health outcomes for those experiencing medical emergencies and may assist in improving the safety of motorists by providing vehicle crash-site responses.

The EMS Grant Program was created from this finding in the 2009 Legislature and seeks to fill the gaps in providing quality prehospital care, primarily to rural areas. The program became permanent in 2013, serving mostly volunteer and rural EMS providers, and has since awarded more than 120 grants totaling over \$6 million. These grants have been used to supply care providers with ambulances, medical emergency response vehicles, training equipment, communications equipment, and patient-care supplies.

MDT administers the EMS Grant Program through an annual appropriation of \$1.2 million. Each year, the program funds approximately 15 to 20 applications after a competitive application process. Grantees are required to contribute a 10% match for the total amount of grant funding.

These grant funds translate directly into more ambulances, quick response units (QRUs), stair chairs, and other EMS equipment and training that increase the survivability of crashes and other emergencies in Montana's rural environments. For more information on the EMS Grant Program, contact Bryce Shaneyfelt, MDT EMS Transportation Planner, at 406-444-3430 or bshaneyfelt@mt.gov.



Did you know? MDT's EMS Grant Program provides funding that enables rural and volunteer EMS to acquire transportation, care resources, and training equipment. In May, ambulances were delivered to Fiscal Year 2024 and 2025 grant recipients, including Roosevelt Medical Center (ambulance pictured above) and Jefferson Valley Emergency Medical Services & Rescue. For more information on this program, visit mdt.mt.gov/business/grants-ems.aspx.

Systems Impact Early Project Coordination and Preapplication Meetings

MDT encourages early coordination on developer led projects that will be impacting the MDT right-of-way. Early coordination with MDT ensures that the roles and responsibilities of all parties are clearly identified, outlines expectations and requirements for projects, and can assist with review timelines.

Early coordination can begin with the local government through Public Notices and Requests for Comments that are sent to MDT. These notices and requests often alert MDT to projects that are likely to impact the right of way and allow for the opportunity to refer developers to the appropriate MDT District staff to begin the review process. In addition, some local governments, such as the City of Bozeman, coordinate with MDT monthly on projects that have begun the city review process and are likely to also require MDT approval. By coordinating early in this way, it can be ensured that permitting requirements and expectations are shared with both the developer and local government at the beginning of the review process and often eliminates costly and time-consuming back-and-forth.

Another form of early coordination is scoping meetings, which allow a developer to connect with MDT subject matter experts on a project prior to beginning the review process. Scoping meetings can identify requirements, define construction plans and project phasing, and address any questions concerning MDT review process and timelines. Projects are often nominated to the Systems Impact Action Process (SIAP) when a scoping meeting is requested. Scoping meetings are optional, but encouraged, and are not required for every project that is nominated to SIAP as the level of review for each project can be a determining factor.

The Walmart Fuel Centers serve as an example of effective early coordination and the importance of scoping meetings. Early coordination began in October 2025, when one MDT District office reached out to SIAP's Section Supervisor about the project. From there, a Systems Impact Coordinator was assigned to this project, and a scoping meeting was scheduled with the Developer to garner a better understanding of the project scope and identify the requirements they must meet for MDT permitting. While Walmart is proposing five fuel centers across four MDT districts, the requirement for each project location differs based on a variety of factors. By having a scoping meeting with the developer, MDT was able to clearly identify each location's specific requirements and determine the next steps to be taken. Taking these early coordination measures eliminated any unnecessary and costly analysis or design efforts that were not applicable to every project location.

Early coordination is an integral and beneficial aspect of the SIAP review process, as seen with the Walmart Fuel Centers. Coordination efforts of this manner sets both MDT and developers up for success.

Transit News and Updates

B2G now has acquired BlackCat, marking an important step in enhancing the platform's capabilities. MDT will transition from the current BlackCat site to a modern multi-tenant platform. This updated system will offer improved performance, faster updates, and greater long-term scalability while maintaining the reliable experience users have today. The MDT Transit Section will provide training and communicate key milestones as the transition progresses.

The Transit Section is also pleased to share that the team is now fully staffed and ready to support transit programs statewide. For transit-related questions, please refer to the contacts below:

- Jennifer Andrews – Transit Section Supervisor (jeandrews@mt.gov)
- Barb Sheridan – Northern Regional Planner; Drug and Alcohol; NTD (bsheridan@mt.gov)
- Melissa Burch – Southern Regional Planner; RTAP (mburch@mt.gov)
- Codi Northam – Western Regional Planner; Facilities (cnortham@mt.gov)
- Jer Ulsher – Urban Regional Planner; 5303/5304 Grants (julsher@mt.gov)
- Erin Root – Procurement and Rolling Stock (eroot@mt.gov)
- Natalie Wenzel – Capital Grants (nwenzel@mt.gov)
- Keenan Blake – Operating Grants and TransADE (kblake@mt.gov)



Paving on the Beartooth Highway in May 2026 (ahead of opening to seasonal traffic).

MWTP Updates 2026 Application Process; Now Accepting Project Proposals Year-Round

The Montana Wildlife & Transportation Partnership (MWTP) has updated its 2026 project application process and is now accepting proposals year-round: mdt.mt.gov/pubinvolve/mwtprogram.aspx

MWTP seeks stand-alone, collaborative projects that can help reduce wildlife vehicle conflict (WVC) and improve wildlife connectivity across Montana's highways. Applications may be submitted at any time through the online form on the MWTP webpage. A full review cycle will occur annually from April through July, while smaller, less complex proposals may be reviewed throughout the year. Selected projects will receive support through subsequent development phases.

MWTP's Planning Tool was updated in 2025 with new species and habitat models, current WVC and traffic data, a wildlife accommodations layer, and Montana Fish, Wildlife and Parks (FWP) SO3362 priority areas. These resources are available online to help applicants prepare strong proposals. Project proponents are encouraged to coordinate early with local FWP and MDT biologists and to reach out to MWTP members at mdtmwtp@mt.gov for guidance. Collaboration, data sharing, and on-the-ground information gathering remain essential to developing effective wildlife accommodation strategies statewide.



Highway History Near Augusta: The Elk Creek Bridge

By Jon Axline, MDT Historian

Montana is fortunate to have all types and sizes of historic bridges peppered around the state's landscape. The big steel truss bridges get the most attention, but the ordinary steel stringer, timber, and reinforced concrete structures were the true backbone of Montana's transportation system. Many of them were built during an eleven-year period from 1930 to 1941. The state experienced a profound modernization of its highway system during the Great Depression. Federal money funded the transformation and put the unemployed to work building roads and bridges. The Montana Highway Department designed and built well over a thousand bridges during that time. While timber bridges far outnumbered other types of structures, reinforced concrete bridges were also a critical component of the state's new highways.

The most common type of Great Depression era reinforced concrete bridges found on Montana's highways are T-Beam or concrete girder bridges. The design derives its name from the "T"-shaped configuration of the support beam or stringer. The head of the "T" is incorporated into the deck slab of the structure, which also functions as the floor of the bridge. While the reinforcing steel rebar was fabricated as separate units, the "T"-beams and deck slabs were cast as a single unit at the construction site. Contractors cast the distinctive concrete post-and-beam guardrails separately and attached them to the curb pedestals. The bridge's soffits, which overhang the deck, were often supported by concrete brackets.

Prison labor built the first known T-beam bridge in Montana in 1909. It spanned the Clark Fork on Conley Street at the south end of the state penitentiary property in Deer Lodge. Unlike the classic T-beam bridges of the 1930s, the Conley Street Bridge displayed the T-beams flush with the sidewalls of the structure. In 1914, Carbon County built the first known T-beam bridge with the girders recessed under the deck. The Bluewater Creek Bridge still exists and is listed in the National Register of Historic Places.

While the highway commission's first bridge engineer developed a design for a reinforced concrete slab bridge in 1915, the Montana State Highway Commission's Bridge Department didn't develop a standard T-beam design until 1919. A Montana State Highway Commission bridge engineer known only by the initials "T.A.M." developed the standard design. The Post Creek Bridge on Fish Hatchery Road on the Flathead Indian Reservation was the first built under that design. From 1919 until 1928, T-beam bridges displayed the typical recessed girders, but had balustraded concrete guard walls with either rectangular or arched openings. What may be the first bridge built under the design utilized by the highway department in the 1930s and early 1940s spans Poindexter Slough at a fishing access site along an old US Highway 91 alignment a couple miles south of Dillon.

The Great Depression marked the high point of T-beam bridge construction from 1930 to 1935. During that period, the highway department built ninety-three T-beam bridges with most built from 1930 to 1932. The peak construction year was 1931 when the highway department built thirty-eight T-beam bridges. In all, standalone concrete bridges constituted 10% of the total number of structures built by the highway department. After 1935, standalone concrete bridges were rare. Instead, highway department bridge engineers utilized T-beam spans as approaches to steel truss and railroad grade separation structures. Built in 1942, the last standalone T-beam bridge spans the North Fork of American Creek on U.S. Highway 191 in Wheatland County.

Typical of reinforced concrete T-beam bridges of the 1930s is the two-span Elk Creek Bridge on Montana Highway 21 about a mile northeast of Augusta in Lewis and Clark County. The bridge is 79 feet long with the standard roadway width of 22 feet. The State Highway

Commission awarded a contract to John Coverdale and Elmer "Oscar" Johnson to construct a concrete bridge and five treated timber bridges on the Augusta "end" of the Augusta-Sun River Road on September 21, 1934. One of seven firms that bid on the project, Coverdale and Johnson won the contract with their low bid of \$15,615. The contractors obtained the labor for the project from the Helena office of the United States Employment Service as stipulated by federal New Deal regulations. The contractors began work on the project shortly after the highway commission awarded them the contract. Coverdale and Johnson completed the project by the April 30, 1935 deadline specified by the highway commission. The final cost of the Elk Creek Bridge was \$5,795.

Coverdale and Johnson were active highway contractors in Montana in the early 1930s. John Coverdale immigrated to the United States from Ireland in 1898 and settled in Washington State. By 1925, he had gone to work as a road builder based in Anaconda. He and partner Carl Eiman obtained their first Montana Highway Department contract in 1929 when they widened two bridges on U.S. Highway 10-South between Butte and Anaconda. Between 1929 and 1935, Coverdale, either working on his own or with partners, won several contracts from the highway commission. All involved the construction of timber, reinforced concrete and steel girder structures. In September 1934, Coverdale formed a business partnership with Helena contractor Elmer "Oscar" Johnson. Coverdale and Johnson obtained three highway contracts together in 1934 and 1935.

In December 1934, while working on the contract for this bridge, Johnson was involved in a fatal car accident on Montana Highway 21 near the community of Simms. Johnson, George Bardon, the company's timekeeper, and sisters Roberta and Margaret Doheny had driven to Great Falls to make a delivery. On the way back to Augusta, with Bardon allegedly at the wheel, he apparently dozed off, lost control of the car and crashed into a tree at a high rate of speed. Bardon died instantly; the sisters died shortly afterwards. Only Johnson, who was asleep in the backseat of the car, survived the deadly crash.

Several months later, the sisters' mother filed a lawsuit against Coverdale and Johnson over the deaths of her daughters. Mrs. Doheny won the lawsuit, but didn't receive the \$100,000 she'd asked for. The accident spelled the end of Coverdale and Johnson's partnership and the men's contracting livelihoods in Montana. Coverdale went to work for the Anaconda Company smelter in Anaconda shortly after completing the Elk Creek Bridge. Johnson left the contracting business and worked as a farmhand near Toston, Montana.



Photo shows the Elk Creek Bridge as it appears today, near Augusta, Mont.

To request an alternative accessible format of this document, please contact MDT's ADA Coordinator at 406-444-5416, Montana Relay Service at 711, or by email at mdtaccessibilityrequest@mt.gov.

MDT Wants Your Comments on New Projects

To receive a list of highway projects MDT plans to present to the Transportation Commission, please visit mdt.mt.gov/other/webdata/external/planning/proposed_proj.pdf, mdt.mt.gov/pubinvolve/stip.aspx, or call 800-714-7296. You can mail comments on proposed projects to MDT Project Analysis Manager, PO Box 201001, Helena, MT 59620-1001, or email them to mdtstip@mt.gov.

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Contact Information

Only the most frequently requested numbers are listed here. For an area or person not listed, call 406-444-3423, 800-714-7296 (in Montana only), or Montana Relay Service at 711.

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MDT's mission is to plan, build, operate, and maintain a safe and resilient transportation system to move Montana forward. Newsline is a quarterly publication of the Montana Department of Transportation, representing planning-related information and updates from across the department.

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City of Hardin

Bid Opening - 2026 Three (3) Yard Tandem Axle Dump Trucks

June 25, 2026 @ 10:00 a.m.

BIDDER	10% BID BOND	COMMENTS
I State #1	\$179,090.00 each Yes - Bid Bond 10%	2027 Freightliner 108SD Galion body
Billings Peter Built	\$182,331.00 each Yes - Bid Bond 10%	Pete built 548
Bruckner Truck Sales	\$212,000.80 each Yes - Bid bond 10%	Mac 64R
I state #2	\$170,677.00 Yes - Bid bond 10%	2027 Freightliner 108SD Good with body

City of Hardin

Bid Opening - One (1) Crawler Loader with Multi-use Bucket - Landfill

June 25, 2026 @ 10:15 a.m.

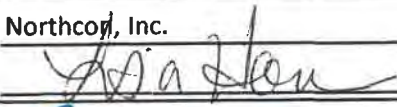
BIDDER	10% BID BOND	COMMENTS
T & E	\$406,899.09	Cat 963
	yes - Bid Bond 10%	
RDD	\$320,000.00	755P John Deer
	yes - Bid Bond 10%	

Contractor's Application for Payment

Owner:	City of Hardin	Owner's Project No.:	C301316
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10332175
Contractor:	Northcon, Inc.	Contractor's Project No.:	HAY502
Project:	Hardin WWTP Upgrades		
Contract:	Wastewater Treatment Plant Upgrades		
Application No.:	12	Application Date:	7/1/2026
Application Period:	From 6/1/2026	to 6/30/2026	

1. Original Contract Price	\$	13,385,736.00
2. Net change by Change Orders	\$	538,687.75
3. Current Contract Price (Line 1 + Line 2)	\$	13,924,423.75
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	6,784,786.35
5. Retainage/MT Gross Receipts		
a. 5% X \$ 6,784,786.35 Work Completed =	\$	339,239.32
b. X \$ - Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	339,239.32
6. Amount eligible to date (Line 4 - Line 5.c)	\$	6,445,547.03
7. Less previous payments (Line 6 from prior application)	\$	5,602,552.18
8. Amount due this application	\$	842,994.85
9. Less MT Gross Receipts Tax (1%)	\$	8,429.95
10. Current Payment Due	\$	834,564.90
11. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	7,478,876.72

Contractor's Certification
The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor:	Northcon, Inc.	
Signature:		Date: 7/1/2026

Recomm	Approved by Owner
By: 	By: _____
Title: Chief Operating Officer	Title: _____
Date: 7/1/2026	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Hardin	Owner's Project No.:	C301316
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10332175
Contractor:	Northcon, Inc.	Contractor's Project No.:	HAY502
Project:	Hardin WWTP Upgrades		
Contract:	Wastewater Treatment Plant Upgrades		

Application No.: 12		Application Period:		From	to		06/30/26		Application Date:		07/01/26	
A	B	C	D	E		F	G	H	I			
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)				
			(D + E) From Previous Application (\$)	This Period (\$)								
			Original Contract									
1	Mobilization	345,968.00	320,451.00	10,000.00		330,451.00	96%	15,517.00				
2	Mobilization Subs	153,630.00	118,072.60	20,000.00		138,072.60	90%	15,557.40				
3	General Conditions	470,488.00	464,744.00	-		464,744.00	99%	5,744.00				
4	Divisions 1 (16 Months)	1,813,900.00	1,283,748.00	85,000.00		1,368,748.00	75%	445,152.00				
5	Demobilization	138,387.00					0%	138,387.00				
HEADWORKS												
6	Excavation	170,000.00	162,500.00	-		162,500.00	96%	7,500.00				
7	Building Work Concrete	299,288.00	286,750.00	12,000.00		298,750.00	100%	538.00				
HEADWORKS MECHANICAL												
8	Labor	22,317.00					0%	22,317.00				
9	Material	13,911.00					0%	13,911.00				
10	Equipment	144,920.00					0%	144,920.00				
11	Duct Wrap	8,180.00					0%	8,180.00				
12	Crane	3,500.00					0%	3,500.00				
13	Test & Balance	3,485.00					0%	3,485.00				
14	Permit	2,215.00					0%	2,215.00				
15	Project Management	50,550.00	5,000.00			5,000.00	10%	45,550.00				
HEADWORKS ELECTRICAL												
16	Light Fixtures	18,000.00	6,300.00	3,900.00		10,200.00	57%	7,800.00				
17	Switchgear	75,000.00					0%	75,000.00				
18	Controls	110,000.00					0%	110,000.00				
19	Material	72,500.00	14,572.00	4,500.00		19,072.00	26%	53,428.00				
20	Labor	115,000.00	32,555.00	1,950.00		34,505.00	30%	80,495.00				
HEADWORKS BUILDING CONSTRUCTION												
21	Precast Wall Panels	235,000.00	34,000.00	-		34,000.00	14%	201,000.00				
22	Labor	120,000.00	6,000.00	9,000.00		15,000.00	13%	105,000.00				
23	Cabinets	33,000.00	5,701.00	-		5,701.00	17%	27,299.00				
24	Roofing	97,500.00					0%	97,500.00				
25	Doors	25,000.00					0%	25,000.00				
26	Metal Works/Decking/Fiberglass	130,000.00		-			0%	130,000.00				
27	Fire Stop and Sealants	12,000.00					0%	12,000.00				
28	Mechanical Hardware	975,000.00		35,000.00		35,000.00	4%	940,000.00				
29	Labor	93,000.00	16,000.00	5,000.00		21,000.00	23%	72,000.00				
30	Plumbing	65,000.00		32,000.00		32,000.00	49%	33,000.00				

Lump Sum

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Hardin	Owner's Project No.:	C301316
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10332175
Contractor:	Northcon, Inc.	Contractor's Project No.:	HAY502
Project:	Hardin WWTP Upgrades		
Contract:	Wastewater Treatment Plant Upgrades		

Application No.:		12		Application Period:		From		06/01/26		to		06/30/26		Application Date:		07/01/26	
A	B	C	D	E	F	G	H	I									
Item No.	Description	Scheduled Value (\$)	(D+E) from Previous Application (\$)	This Period (\$)	Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D+E+F) (\$)	% of Scheduled Value (G/C) (%)	Balance to Finish (C-G) (\$)									
31	ADMIN/UV Excavation	45,000.00	30,000.00	5,000.00		35,000.00	78%	10,000.00									
32	Concrete Work ADMIN/UV MECHANICAL	250,000.00	77,500.00	120,000.00		197,500.00	79%	52,500.00									
33	Labor	23,530.00					0%	23,530.00									
34	Material	12,000.00					0%	12,000.00									
35	Equipment	28,237.00					0%	28,237.00									
36	Duct Wrap	2,400.00					0%	2,400.00									
37	Test & Balance	3,485.00					0%	3,485.00									
38	Project Management ADMIN/UV ELECTRICAL	50,550.00	5,000.00			5,000.00	10%	45,550.00									
39	Light Fixtures	9,200.00					0%	9,200.00									
40	Switchgear	145,000.00					0%	145,000.00									
41	Controls	165,000.00					0%	165,000.00									
42	Materials	48,000.00	15,300.00		-	15,300.00	32%	32,700.00									
43	Labor ADMIN/UV BUILDING CONSTRUCTION	81,000.00	26,198.00		-	26,198.00	32%	54,802.00									
44	Precast Wall Panels	95,000.00	10,000.00		-	10,000.00	11%	85,000.00									
45	Labor	60,000.00	10,000.00	10,000.00		20,000.00	33%	40,000.00									
46	Roofing	43,500.00					0%	43,500.00									
47	Cabinets	12,000.00					0%	12,000.00									
48	Doors	12,600.00					0%	12,600.00									
49	Metal Works/Decking/Fiberglass	50,100.00					0%	50,100.00									
50	Fire Stop and Sealants	5,000.00					0%	5,000.00									
51	Mechanical	360,000.00	36,000.00	266,670.00		302,670.00	84%	57,330.00									
52	Plumbing	7,000.00		4,000.00		4,000.00	57%	3,000.00									
53	Material	8,000.00					0%	8,000.00									
54	Labor ADMIN/UV BUILDING ELECTRICAL	5,000.00					0%	5,000.00									
55	Light Fixtures	32,150.00		11,000.00		11,000.00	34%	21,150.00									
56	Switchgear	134,000.00					0%	134,000.00									
57	Controls	220,000.00					0%	220,000.00									
58	Generator	246,150.00					0%	246,150.00									
59	Material	100,000.00	39,362.00	1,200.00		40,562.00	41%	59,438.00									
60	Labor	225,000.00	24,340.00	4,500.00		28,840.00	13%	196,160.00									

Lump Sum

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Hardin	Owner's Project No.:	C301316
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10332175
Contractor:	Northcon, Inc.	Contractor's Project No.:	HAY502
Project:	Hardin WWTP Upgrades		
Contract:	Wastewater Treatment Plant Upgrades		

Application No.:		12	Application Period:		From	06/01/26	to	06/30/26	Application Date:		07/01/26
Item No.	Description	C	B		E	F	G	H	I		
			(D + E) From Previous Application (\$)	Work Completed This Period (\$)							
61	Labor to Move Blowers	5,000.00	4,200.00				4,200.00	84%		800.00	
	CLARIFIER COMPLEX										
62	Material	15,000.00	12,000.00	-			12,000.00	80%		3,000.00	
63	Labor	50,000.00	39,000.00	-			39,000.00	78%		11,000.00	
64	Excavation	203,000.00	171,200.00	10,000.00			181,200.00	89%		21,800.00	
65	Concrete Work	675,000.00	675,000.00	-			675,000.00	100%			
	CLARIFIER COMPLEX ELECTRICAL										
66	Material	30,000.00	6,200.00	-			6,200.00	21%		23,800.00	
67	Labor	25,000.00	2,865.00				2,865.00	11%		22,135.00	
	CLARIFIER 1 NEW CLARIFIER										
68	Labor	75,000.00	14,500.00	5,000.00			19,500.00	26%		55,500.00	
69	Material	495,000.00	381,775.00	24,000.00			405,775.00	82%		89,225.00	
	CLARIFIERS 2 AND 3										
70	Labor	55,000.00		5,000.00			5,000.00	9%		50,000.00	
71	Material	310,000.00						0%		310,000.00	
72	Coatings	100,000.00						0%		100,000.00	
	RAS VAULT & LIFT STATION										
73	Material	270,700.00						0%		270,700.00	
74	Concrete Work	112,000.00						0%		112,000.00	
75	Excavation	25,000.00		4,000.00			4,000.00	16%		21,000.00	
76	Labor/Demo	12,000.00		2,000.00			2,000.00	17%		10,000.00	
	RAS VAULT & LIFT STATION ELECTRICAL										
77	Electrical	2,500.00						0%		2,500.00	
78	Labor	8,500.00						0%		8,500.00	
	DIGESTER										
79	Material	405,000.00						0%		405,000.00	
80	Coatings	20,000.00						0%		20,000.00	
81	Labor	55,000.00		7,000.00			7,000.00	13%		48,000.00	
	DIGESTER ELECTRICAL										
82	Material	2,500.00						0%		2,500.00	
83	Labor	8,500.00						0%		8,500.00	
	OXIDATION DITCH										
84	Demo	92,645.00						0%		92,645.00	
85	Concrete Work	75,000.00	22,000.00	45,000.00			67,000.00	89%		8,000.00	
86	Material	205,000.00						0%		205,000.00	

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Hardin	Owner's Project No.:	C301316
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10332175
Contractor:	Northcon, Inc.	Contractor's Project No.:	HAY502
Project:	Hardin WWTP Upgrades		
Contract:	Wastewater Treatment Plant Upgrades		

Application No.:		12		Application Period:		From		06/01/26		to		06/30/26		Application Date:		07/01/26	
A	B	C	D	E	F	G	H	I									
Item No.	Description	Scheduled Value (\$)	(D + E) From Previous Application (\$)	Work Completed This Period (\$)	Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)									
87	Metal Fab and Install	75,000.00				-	0%	75,000.00									
88	Labor	33,000.00		5,000.00		5,000.00	15%	28,000.00									
89	Coatings	75,000.00				-	0%	75,000.00									
	OXIDATION DITCH ELECTRICAL																
90	Material	2,500.00		1,300.00		1,300.00	52%	1,200.00									
91	Labor	8,500.00	7,500.00	600.00		8,100.00	95%	400.00									
	SITWORK/PIPE WORK																
92	Site Material	750,000.00	599,500.00	55,000.00		654,500.00	87%	95,500.00									
93	Labor/Equipment	390,000.00	208,000.00	70,000.00		278,000.00	71%	112,000.00									
94	Concrete Work	150,000.00	20,000.00	5,000.00		25,000.00	17%	125,000.00									
95	Bypass Pumping	300,000.00	273,000.00	8,500.00		281,500.00	94%	18,500.00									
96	Shoring	250,000.00	246,992.00	3,008.00		250,000.00	100%										
	SITWORK/PIPE WORK ELECTRICAL																
97	Material	54,750.00	58,310.00	(4,665.00)		53,645.00	98%	1,105.00									
98	Labor	122,000.00	42,400.00	900.00		43,300.00	35%	78,700.00									
Original Contract Totals		\$ 13,838,736.00	\$ 5,814,535.60	\$ 887,363.00	\$ -	\$ 6,701,898.60	48%	\$ 7,136,837.40									

Stored Materials Summary

Owner:	City of Hardin
Engineer:	HDR Engineering, Inc.
Contractor:	Northcon, Inc.
Project:	Hardin WWTUP Upgrades
Contract:	Wastewater Treatment Plant Upgrades

Contractor's Application for Payment

Owner's Project No.:	CA01316
Engineer's Project No.:	10331175
Contractor's Project No.:	HAY502

[illegible]

**CITY OF HARDIN, MONTANA
AND
TOWN OF LODGE GRASS, MONTANA**

INTERLOCAL AGREEMENT

AMENDMENT NO. ONE (1)

**LODGE GRASS PHASE 2 WASTEWATER TREATMENT FACILITY
IMPROVEMENTS**

To expend all ARPA Competitive Grant funds by the June 30, 2026 deadline, the services and materials list is expanded to include additional items for reimbursement.

Additional materials and bid items covered by the ARPA Competitive Grant funding are noted in bold in the following revised list:

- Baffle Curtains
- Aeration Equipment
- UV Equipment
- Taxes, Bonds and Insurance and General Requirements for the above equipment and materials
- **Alt 1 – Cell 2B Modular Floating Cover – Material Only (\$160,000.00)**
- **Floating dock (\$22,286.38)**
- **Jon boat, oars, life vests, and net with telescoping rod (estimated cost = \$1,025.00)**
- **Schedule 1 Bid Item 101 Mobilization / Demobilization (amount remaining as of 5/31/2026 = \$36,000.00)**
- **Schedule 1 Bid Item 103 General Requirements (amount remaining as of 5/31/2026 = \$48,720.00)**

All other terms of the Interlocal Agreement between the City of Hardin, Montana, and the Town of Lodge Grass, Montana, dated April 20, 2023, remain in effect and are not amended.

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties have executed Amendment No. 1.

TOWN OF LODGE GRASS, MONTANA

BY: _____ DATE: _____
Quincy Dabney, Mayor

ATTEST

BY: _____ DATE: _____
Sherry House, Clerk

CITY OF HARDIN, MONTANA

BY: _____ DATE: _____
Joe Purcell, Mayor

ATTEST

BY: _____ DATE: _____
Andrew Lehr, City Clerk

**MEMORANDUM OF AGREEMENT
FOR PAYMENT OF EQUIPMENT FOR
TOWN OF LODGE GRASS PHASE 2 WWTF IMPROVEMENTS**

AMENDMENT NO. ONE (1)

BETWEEN

CITY OF HARDIN, MONTANA

TOWN OF LODGE GRASS, MONTANA

AND

**WESTERN MUNICIPAL CONSTRUCTION, INC.
(CONTRACTOR)**

To expend all ARPA Competitive Grant funds by the June 30, 2026 deadline, the equipment list is expanded to include additional items for reimbursement.

The revised equipment list is as follows, with deleted or added items noted in bold text:

- Baffle Curtains,
- ~~Precast Concrete Structures, Drainage Culvert,~~
- ~~Blower Service,~~
- Aeration Equipment,
- UV Equipment, and
- Taxes, Bonds and Insurance and General Requirements for above equipment
- **Schedule 1 Bid Item 101 Mobilization / Demobilization**
- **Schedule 1 Bid Item 103 General Requirements**

All other terms of the Memorandum of Agreement between the City of Hardin, Montana, the Town of Lodge Grass, Montana, and Western Municipal Construction, Inc., dated May 21, 2025, remain in effect and are not amended.

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties have executed this Amendment No. 1.

TOWN OF LODGE GRASS, MONTANA

BY: _____ DATE: _____
Quincy Dabney, Mayor

ATTEST

BY: _____ DATE: _____
Sherry House, Clerk

CITY OF HARDIN, MONTANA

BY: _____ DATE: _____
Riley Ramsey, Mayor

ATTEST

BY: _____ DATE: _____
Andrew Lehr, City Clerk

CONTRACTOR: _____

BY: _____ DATE: _____

NAME AND TITLE: _____

ATTEST

BY: _____ DATE: _____

NAME AND TITLE: _____

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

EJCDC® E-500, Agreement between Owner and Engineer for Professional Services, is published in two parts: (1) this part, the E-500 Agreement form, and (2) the Exhibits to Agreement between Engineer and Subconsultant for Professional Services. This first part contains a Guidelines for Use section that pertains to both the Agreement form and the Exhibits.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



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GUIDELINES FOR USE OF EJCDC® E-500, AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

EJCDC® E-500, Agreement between Owner and Engineer for Professional Services, is a comprehensive Owner-Engineer contract. E-500 is EJCDC's flagship professional services agreement. Most commonly E-500 is used to engage an engineer's services for a single, specific project. It is drafted for the design-bid-build project delivery system; with minor revisions it is appropriate for design-negotiate-build project delivery; and it is readily adaptable to use in contracting for primary professional services on a variety of other project delivery systems.

The main body of E-500 presents fundamental terms and conditions of the contractual relationship between Owner and Engineer, and addresses the full range of subjects of importance in professional services agreements, including the standard of care, indemnification, ownership of design documents, dispute resolution, and payment procedures. More detailed provisions regarding scope of services, compensation, insurance, and other Project-specific issues, are contained in exhibits.

The 2020 edition of E-500 is distributed to purchasers in two parts: (1) this document, containing the main body of the Agreement and these Guidelines for Use, and (2) the accompanying Exhibits to EJCDC® E-500 document, containing standard Exhibits A through J. Each of the exhibits contains Guidance Notes regarding the use and modification of the exhibit when preparing an Agreement for a specific Project; see also Paragraph 8.01 of E-500, in which the exhibits are incorporated by reference and included as part of the Agreement.

E-500's Exhibit A, Engineer's Services, contemplates that the Engineer will furnish a full scope of engineering services, including preparation of the feasibility study, preliminary design, final design, assistance with the selection of a construction contractor during the bidding or negotiating phase, observation of construction, review of payment applications, other construction-phase tasks, start-up, and contract close-out; however, the user may reduce or expand this scope of services to fit the specific engagement. Optional provisions are also included for the Engineer to furnish Resident Project Representative (RPR) services (see Exhibit D).

E-500 2020 refers in various locations to "Engineer's Subcontractors" and to "Subconsultants." Both are defined terms in Paragraph 7.01.A, as is the term "Subcontractor."

- "Subconsultant" replaces the term "Consultant" which had been used in prior editions of the Engineering Series documents, and refers specifically to a design firm or similar entity that provides professional services under contract to Engineer. Engineer may wish to consider using EJCDC® E-570 2020, Agreement between Engineer and Subconsultant for Professional Services, to engage its Subconsultants.
- "Engineer's Subcontractor" is a term used for a subcontractor that provides general (non-professional) services, or materials or equipment to Engineer. The term is used in EJCDC® E-562, Agreement between Engineer and Engineer's Subcontractor.
- Finally, E-500 refers in a few instances to the term "Subcontractor," standing alone. This defined term refers to subcontractors of Contractor (the construction contractor), and is used

here just as it is used in EJCDC® C-700, Standard General Conditions of the Construction Contract, and in other Construction Series documents.

Special Guidance regarding the 2020 Edition: The 2020 edition of E-500 is published and distributed to purchasers in two parts: (1) this document, containing the Agreement form (sometimes referred to as the main body of the Agreement) and these Guidelines for Use, and (2) the accompanying Exhibits to EJCDC® E-500 document, containing standard Exhibits A through J. Each of the exhibits contains Guidance Notes regarding the use and modification of the exhibit when preparing an Agreement for a specific Project; see also Paragraph 8.01 of E-500, in which the exhibits are incorporated by reference and included as part of the Agreement.

- When finalizing a specific Owner-Engineer Agreement, EJCDC recommends that the user keep the Word files for the two parts (Agreement form and Exhibits) separate. The two parts have somewhat different underlying styles and formatting. Merging the two parts into a single Word file could result in formatting problems.
- When finalizing a specific agreement, each of the two separate parts can be converted to PDF, then merged into a single PDF document.
- If the user moves text from one of the two parts to another (for example, if the user decides to move some or all of the contents of one of the exhibits into the main body of the Agreement), take appropriate steps to preserve the formatting integrity of the receiving document.

2.0 OTHER DOCUMENTS

EJCDC documents are intended to be used as a system and changes in one EJCDC document may require a corresponding change in other documents. Other EJCDC documents may also serve as a reference to provide insight or guidance for the preparation of this document.

While preparing E-500 for use on a specific Project, the user may decide to revise or supplement some of the standard provisions. When such changes are made, the user should review whether corresponding changes are needed in related EJCDC documents, including but not limited to:

EJCDC Doc. No.	Document Title	Edition
E-570	Agreement between Engineer and Subconsultant for Professional Services	2020
C-700	Standard General Conditions of the Construction Contract	2018

The current (2017) and pending (2021) editions of EJCDC® E-001, Commentary on the EJCDC Engineering Services Documents, also provide additional information and guidance for the use of this document.

3.0 ORGANIZATION OF INFORMATION

All parties involved in a construction project benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to conflicting requirements, confusion, and unanticipated legal consequences. Careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521™, Uniform Location of Subject Matter, when preparing construction documents. EJCDC® N-122/AIA® A521™ is available at no charge from the EJCDC website, www.ejcdc.org, and from the websites of EJCDC's sponsoring organizations.

In addition, the current editions of MasterFormat and SectionFormat, published by the Construction Specifications Institute, provide useful guidance on the location of information and requirements in construction documents.

4.0 GUIDANCE NOTES AND NOTES TO USER

EJCDC Documents include Guidance Notes and Notes to User to provide guidance regarding the preparation of Project-specific documents. Guidance Notes and Notes to User are lightly shaded to distinguish them from the proposed text of the document. These notes are intended to provide guidance and instructions to the user in the preparation of the document, and are not intended to be included in the completed document.

Guidance Notes provide information regarding the paragraphs which follow, including reasons for the paragraph, discussions of best practices, and alternate approaches for different situations.

Notes to User provide specific information for editing the document. When alternate paragraphs for different situations are presented, explanations on how to select the most appropriate alternate will be provided, with direction to delete those paragraphs not used. Paragraphs will automatically renumber when unused paragraphs are deleted.

5.0 EDITING THIS DOCUMENT

- 5.1 It is intended that this document and the accompanying Exhibits to EJCDC® E-500 document be edited for each specific agreement (contract) between Owner and Engineer. Guidelines for editing include:
- A. Remove the cover pages, which consist of the title pages and these Guidelines for Use.
 - B. For the Exhibits to EJCDC® E-500 document, review each standard exhibit, determine whether the exhibit pertains to the specific agreement, and discard inapplicable exhibits, if any. For Exhibit J, Payments to Engineer for Services and Reimbursable Expenses, review the exhibit's Introduction and follow the instructions regarding selection of Project-specific Compensation Packets and discarding of the Compensation Packets that do not apply.
 - C. Type in required information as indicated by brackets ([]). Bracketed text will usually provide instructions for what is to be inserted in place of the brackets. Delete brackets and change formatting to match existing text after Project-specific text has been added, for example change "[Project Name]" to "Peach Street Renovation" (without brackets or bold, or quotation marks).
 - D. Fill in blanks, if any. It will be more common for information to be inserted by user to be indicated by a prompt in brackets, as described in Paragraph C above, rather than by an underline-style blank.
 - E. Most Notes to User are presented before the text to which they apply; some Notes to Users are interspersed in the text, usually within brackets. Delete all "Notes to User" after reviewing each note and taking appropriate action. Delete all associated numbering and brackets.
 - F. Make Project-specific modifications and supplementations, as appropriate.
 - G. Complete tables, if any.

- H. Address check-boxes, if any, by clicking in appropriate box.
- I. Delete Guidance Notes.
- J. The finalized agreement (contract) for a specific Project will consist of the main body of the Agreement, including the executed signature page, together with the accompanying exhibits, as modified. See “Special Guidance regarding the 2020 Edition” in Section 1.0 above.

6.0 LICENSE AGREEMENT

This document is subject to the terms and conditions of the **License Agreement, 2020 EJCDC® Engineering Series Documents**. A copy of the License Agreement was furnished at the time of purchase of this document, and is available for review at www.ejcdc.org and the websites of EJCDC’s sponsoring organizations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Hardin** (Owner) and **Stahly Engineering and Associates** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **[Name of Project]** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as prepare plans and specifications, provide bidding services and construction engineering for the Water Main Replacement and Street Reconstruction for Crawford Street, from 1st Street to 2nd Street (approximately 450 feet)

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
 - 1. design objectives and constraints;
 - 2. space, capacity, and performance requirements;
 - 3. flexibility and expandability needs;
 - 4. design and construction standards;
 - 5. budgetary limitations; and
 - 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Surveys, topographic mapping, and utility documentation.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
 - E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
 - F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
 - G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- 2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
 1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;

2. insurance and bonding requirements;
 3. protocols for electronic transmittals during bidding and construction;
 4. Owner's safety and security programs applicable to Contractor and other Constructors;
 5. diversity and other social responsibility requirements;
 6. bidding and contract requirements of funding, financing, or regulatory entities;
 7. other specific conditions applicable to the procurement of construction or contract documents;
 8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.

- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
 - 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 - 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
- E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
 1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
 3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.
 4. Perform or provide the following:
 - a. See Exhibit A for additional Owner Responsibilities, if any.

2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.
- B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Description of Service		Amount	Basis of Compensation
1	Topographic Surveying	\$ 7,000	Lump Sum
1.	Engineering Desing	\$ 21,000	Hourly
2.	Bidding	\$ 6,000	Hourly
3	Construction Administration	\$ 23,000	Hourly
4.	Additional Services (Article 2 of Exhibit A)		Hourly

Based on a 45 day continuous construction period.

1. Compensation items and totals based in whole or in part on Hourly Rates, Direct Labor, or Percentage of Construction Cost are estimates only.
2. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
 - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or

use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement 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. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer 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
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.
 - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.
 - 2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
 - a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
 - c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
 - d. such limited license to Owner shall not create any rights in third parties.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to

payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.

- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, ~~in accordance with Exhibit F, Electronic Documents Protocol (EDP).~~
 - 1. ~~Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.~~
 - 2. ~~Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.~~
- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:

1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written

notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

- b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
- 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
 - 1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 - 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - 1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
 1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
 2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
 3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for

Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.

- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:
 - 1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 - 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or

destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. ~~This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."~~

- B. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees subconsultants and Engineer's Subcontractors from and against any and all claims, costs, losses, and (including but not limited to all fees and charges of engineers, architects, attorney's and other professionals, and all court arbitration, or other such claim , cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.."
- C. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:
 - 1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
 - 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.
 - 3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and

which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. **Construction Cost**—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. **Contractor**—The entity or individual with which Owner enters into a Construction Contract.
17. **Documents**—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. **Drawings**—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. **Effective Date**—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. **Electronic Document**—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. **Electronic Means**—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. **Engineer**—The individual or entity named as such in this Agreement.

23. **Engineer's Subcontractor**—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. **Front-End Construction Contract Documents**—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
26. **Laws and Regulations; Laws or Regulations**—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. **Owner**—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. **Project**—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
29. **Record Drawings**—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. **Resident Project Representative**—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.
31. **Samples**—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. **Shop Drawings**—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
33. **Site**—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

34. **Specifications**—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. **Subconsultant**—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. **Subcontractor**—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
37. **Submittal**—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
38. **Substantial Completion**—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
39. **Supplier**—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. **Total Project Costs**—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
41. **Underground Facilities**—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other

such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Deliverables Schedule.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D,- Not Used .
- E. Exhibit E, Not Used
- F. Exhibit F, Not Used
- G. Exhibit G, Insurance.
- H. Exhibit H, Not Used .
- I. Exhibit I, Not Used .
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

8.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 - 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 - 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement's Effective Date is _____.

Owner:

City of Hardin

(name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Riley Ramsey

(typed or printed)

Title: Mayor

(typed or printed)

Attach evidence of authority to sign.

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

406 North Cheyenne Avenue

Hardin, Montana 59034

Designated Representative:

Name: Michael Hurff

(typed or printed)

Title: Public Works Director

(typed or printed)

Address:

406 N. Cheyenne Avenue

Hardin, MT 59034

Phone: 406.655.9292

Email: Publicworks@hardinmt.com

Engineer:

Stahly Engineering and Associates

(name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Dax Simek

(typed or printed)

Title: Chief Operations Officers

(typed or printed)

Attach evidence of authority to sign.

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

2817 2nd Ave N #300

Billings, MT 59101

Designated Representative:

Name: Matthew Smith PE

(typed or printed)

Title: Municipal Department Manager

(typed or printed)

Address:

2817 2nd Ave N. #300

Billings, MT 59101

Phone: 406.601.4055

Email: Msmith@seaeng.com

EXHIBIT A—ENGINEER’S SERVICES

CITY OF HARDIN- CRAWFORD AVENUE WATER MAIN REPLACEMENT- STREET RECONSTRUCTION

Article 1 of the Agreement, Services of Engineer, is supplemented to include the following provisions:

Baseline Information: Owner has furnished the following Project information to Engineer as of the Effective Date. Engineer’s scope of services has been developed based on this information. As the Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Description:

- A. This project will replace the existing AC water main and remove and replace the asphalt street section along N. Crawford Ave between 1st Street West and 2nd Street West. The existing curb and gutter is in good condition for much of its length, with a few low areas that create puddles during rain events. These low areas in the curb will be replaced. ADA accessible ramps will be addressed throughout the project to ensure every intersection has sidewalk ramps that comply with the ADA/PROWAG guidelines. Remaining sidewalk over most of the project is in good condition and is not anticipated to be replaced as part of this project.
- B. This project includes:
 - 1. Topographic Survey
 - 2. Engineering design
 - 3. Obtaining DEQ Approvals
 - 4. Bidding
 - 5. Construction Administration for the installation of a new water main and street replacement.
- C. The Project does not include:
 - 1. A Geotechnical Report has not been included. We have assumed the subgrade materials in this area will be close to what was found along the 1st Street Project

ARTICLE 1—BASIC SERVICES

Engineer shall provide Basic and Additional Services as set forth below.

1.01 Management of Engineering Services

- A. All phases of Engineer’s services will include management of Engineer’s Project-specific responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
 - 1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:

- a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B.
 - b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.
 - c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.
- 2. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.
- 3. Prepare for and participate in meetings with consultants and contractors working on other parts of the Project that may affect, or be affected by, Engineer's services or resulting construction.
- 4. Conduct ongoing management tasks, including:
 - a. Maintaining communications records and files pertaining to or arising from Engineer's services;
 - b. With respect to Engineer's services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and
 - c. Preparing agendas prior to and minutes following all Engineer-led meetings.
- B. In all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with Engineer's CAD standards, using Autocad release 2025.
- C. The source documents for the draft and final Specifications in all phases of Engineer's services will be the latest edition of the Montana Public Works Standard Specifications as modified by the City of Hardin, unless otherwise mutually agreed upon by the parties.

1.02 Preliminary Design Engineering

- A. During this phase, Stahly Engineering will complete a topographic map, prepare the plans and specifications required for the bidding and construction of the proposed improvements.
- B. As basic services, Engineer will:
 - 1. Complete a topographic map along Crawford and Choteau Avenue. This topographic map will include surveying the location of existing utilities as located by "one-call" utility locators. Show property lines to ensure the project does not encroach onto adjacent properties. The survey data will be used to complete a topographic base map that will be used for the design of the improvements. The finished topographic base map will be sufficiently detailed with spot elevations and locations of existing surface features apparent on the ground.
 - 2. Sub-contract with a geotechnical engineer to complete a geotechnical report for the installation of the water mains in Crawford and Choteau Avenue.
 - 3. Using the completed topographic map, prepare preliminary plans suitable for review by the City for the installation of the water and sewer mains.

4. Check the existing stormwater system to ensure that the existing facilities are adequate.
 5. Design improvements to the existing curb and gutter to correct puddles and low areas that should be eliminated.
 6. Complete design of ADA compliant sidewalk, where necessary This includes ensuring ramps at each intersection meet the Public Right of Way Accessibility Guidelines.
 7. Set up and complete a utility coordination meeting to ensure affected utilities have an opportunity to move or replace those facilities before new asphalt is placed. This meeting will also be an opportunity to identify potential construction conflicts.
 8. Prepare a preliminary opinion of probable cost to ensure the project is within budget.
 9. Submit the preliminary set of plans, opinion of probable cost and specifications to the City of Hardin for review.
- C. Deliverables:
1. Topographic Base Map of Crawford and Choteau Avenue
 2. Crawford Avenue Water Preliminary Plan and Profile Drawings
 3. Choteau Avenue Water Preliminary Plan and Profile Drawings
 4. Street Plans
 5. Detail Sheets
 6. Preliminary Engineers Opinion of Probable Construction Cost
 7. Geotechnical Report
- D. Owner Responsibilities:
1. Return plan comments within 2 weeks of receiving the preliminary plans.
- E. Assumptions:
1. Survey will be completed prior to snow and ice accumulation
- F. Engineer's services under the Preliminary Design Engineering Phase will be considered complete on the date when Engineer has delivered the Preliminary Design Engineering deliverables.

1.03 Final Engineering Phase

- A. Phase Description: This phase consists of preparing the final engineering plans and specifications for Crawford Avenue and Choteau Avenue.
- B. As basic services, Engineer will:
1. Based on City comments, update plans and specifications suitable for review by the Montana Department of Environmental Quality (MDEQ) and bidding.
 2. Preparation of Engineering Report and MDEQ Certified Checklist for water mains, as required by the MDEQ.
 3. Update the Engineers' opinion of probable costs.
 4. Prepare a Project Manual suitable for bidding on the project.

Exhibit A—Engineer's Services.

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- C. Deliverables
 - 1. Final Engineered drawings and specifications
 - 2. Final Engineering Report and MDEQ Certified Checklist for water mains
 - 3. Project Manual based on the latest edition of the Montana Public Works Standards.
 - 4. Updated Engineers' opinion of probable cost
 - 5. Project Manual
- D. Owner Responsibilities:
 - 1. 1. Return plan comments within 2 weeks of receiving the preliminary plans.
- E. Assumptions:
 - 1. Additional topo survey will not be required
- F. Engineer's services under the Design Engineering Phase will be considered complete on the date when Engineer has delivered the Final Design Engineering deliverables.

1.04 Bidding/Proposal Phase

- A. A. Phase Description: This phase consists of preparing contract documents and administering the bidding process. The purpose of this phase is select a contractor based on qualifications and bid prices.
- B. During this phase, the engineer will complete the following:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 - 3. Consult with Owner as to the qualifications of prospective contractors.
 - 4. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.
 - 5. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, evaluate bids and provide a recommendation of award (if applicable), and assist Owner in assembling final contracts for the Work for execution by Owner and Contractor and in issuing notices of award of such contracts.
- C. Deliverables:
 - 1. Pre-Bid Meeting Minutes

2. Bid Tab
 3. Conformed Contract Documents
 4. Addenda, If required.
 5. Notice of Award
 6. Recommendation Letter
- D. Owner's Responsibilities
1. Attend Bid Opening
 2. City Council will vote award bid. Owner will ensure the council takes action within 30 days of bid opening, unless extended
- E. Assumptions:
1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.
 2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.
 3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether the work under such construction contracts is to proceed concurrently.
 4. If Owner engages in negotiations with bidders or proposers, assisting Owner with respect to technical and engineering issues that arise during the negotiations will be considered Additional Services.
 5. Any services provided by Engineer to re-bid will be considered Additional Services.

1.05 Construction Administration

- A. Phase Description: During this phase, Engineer will administer the construction contract and provide construction inspection services.
- B. As Basic Services, Engineer will:

1. Assist owner with bidding the project.
2. Respond to bidder's questions and issue addenda as necessary.
3. Attend bid opening and Prepare Bid Tab
4. General Administration of the Construction Contract.
 - a. Engineer will consult with Owner and serve as Owner's representative as provided in the Construction Contract.
 - b. **Duties and authority.** Engineer's duties, responsibilities, and authority will be those assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018 Edition), prepared by the Engineers Joint Contract Documents Committee, or in other construction general conditions specified in the Agreement.
 - c. **Changes affecting Engineer's services.** If Owner, or Owner and Contractor, modify Engineer's duties, responsibilities, or authority under the Construction Contract, or modify other Construction Contract terms that directly affect Engineer, Owner shall compensate Engineer for any related increase in the cost of providing Construction Phase services.
 - d. **Professional limitations.** Engineer will not be required to furnish or perform services that are inconsistent with Engineer's responsibilities as a licensed professional.
 - e. **Communications with Contractor.** All instructions from Owner to Contractor will be issued through Engineer. Engineer will have authority to act on Owner's behalf in dealings with Contractor to the extent provided in this Agreement and the Construction Contract, unless otherwise provided in writing.
5. Construction Observation: Provide the construction observation services at the Site to assist the Engineer and to provide more extensive observation of Contractor's work.
6. ~~Resident Project Representative (RPR)-~~
7. It is anticipated that 100 hours of on-site observation time will be sufficient to provide necessary construction observation through substantial completion, based on a recommended construction contract not to exceed 30 calendar days. Construction observation hours beyond this estimate are Additional Services and would require written authorization prior to proceeding. Construction observation time resulting from Contractor working outside of normal work hours, as will be defined in the contract documents will be paid by Owner to Engineer and then deducted from the Contractor's payment.
8. Shop Drawings and Samples: Review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, up to two (2) times, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

Exhibit A—Engineer's Services.

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9. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform the concrete and asphalt testing required by the City of Hardin.
10. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.
11. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
12. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed. The total number of Engineer's survey crew project site mobilizations included in the tasks above is 1. Contractor will be responsible for all construction surveys not listed below; staking requests in addition to the specific items listed below or in excess of the budgeted number of mobilizations will be provided as Additional Services. Re-staking of previously completed work due to no fault of Engineer will be provided as Additional Services. Staking shall be provided for:
 - a. Establish horizontal and vertical control – verify and reestablish horizontal and vertical coordinates of control required for construction staking. Set new control at a frequency suitable for construction during surveyor's initial mobilization.
13. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, by the exercise of Engineer's efforts as an experienced and qualified design professional, see that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer

Exhibit A—Engineer's Services.

have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

14. Defective Work: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
15. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
16. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
17. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
18. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
19. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
20. Non-reviewable matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

21. Substitutes and “or-equal”: Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor, but subject to the provisions of Additional Services.
22. Inspections and Tests:
 - a. Stahly will subcontract with a testing laboratory qualified to complete required asphalt and concrete testing. This materials testing subconsultant may also be engaged to conduct sieve analysis and moisture-density testing (Proctor) of import materials.
 - b. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer’s review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - c. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - d. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether the Work is fabricated, installed, or completed.
23. Change Proposals and Claims: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor’s supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
24. Applications for Payment: Based on Engineer’s observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer’s representation to Owner, based on such observations and review, that, to the best of Engineer’s knowledge, information and belief, Contractor’s Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor’s being entitled to

such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
25. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
 26. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 27. Final Notice of Acceptability of the Work: Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a

construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

C. Deliverables:

1. Preconstruction Meeting Minutes
2. Record of Shop Drawing Review
3. Construction Observation Logs and pictures
4. Review of contractor Schedule
5. Construction stakes as described above
6. Response to Contractors Request for information
7. Field Orders, if required
8. Change Orders, if required
9. Record of approval/denial of substitutes
10. Recommendations for contractor's application of payments
11. Punchlist
12. Substantial Completion
13. Final Completion Letter

D. Owners Responsibilities:

1. Owner will assume the responsibilities as described in the EJCDC C 700 Standard General Conditions of the Construction Contract, as modified by the Montana Public Works Standard Specifications, Seventh Edition

E. Assumptions:

1. Construction will be completed under one prime contract. If the specific Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. In the event more than prime contract is awarded, the Engineer shall be entitled to an equitable increase in compensation.
2. Construction will be completed in one construction season.
3. An extended construction shut down (more than 10 days) will not be required.
4. Contractor will be able to complete construction within the time agreed upon in this Scope of Work. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in this Exhibit A- Scope of Work

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.
 2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:
 - a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;
 - b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project;
 - c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and
 - d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Implement coordination of Engineer's services with other parts of the Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.

6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).
7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
11. To the extent the Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
 1. Obtain or provide specified additional Project-related information and data to enable Engineer to complete its Basic and Additional Services.
 2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
 3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

5. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.
7. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
9. Undertaking investigations and studies including, but not limited to:
 - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
 - b. detailed consideration of operations, maintenance, and overhead expenses;
 - c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - d. preparation of appraisals;
 - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
 - f. detailed quantity surveys of materials, equipment, and labor; and
 - g. audits or inventories required in connection with construction performed or furnished by Owner.
10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
12. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

Exhibit A—Engineer's Services.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
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13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.
16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
17. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Project or implementing other Electronic Documents protocols among Project participants.
19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.
20. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
21. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
22. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
23. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

Exhibit A—Engineer's Services.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
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24. Preparation of operation, maintenance, and staffing manuals.
25. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
26. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
27. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project (but not including disputes between Owner and Engineer).
29. Overtime work requiring higher than regular rates.
30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
32. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$2,000,000
Commercial General Liability	
General Aggregate	\$2,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000
Professional Liability	
Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$1,000,000
General Aggregate	\$1,000,000

- B. In accordance with Paragraph 6.04.C of the Agreement, the insurance that Owner must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$1,000,000
Each employee\$	\$1,000,000
Policy limit	\$2,000,000
Commercial General Liability	
General Aggregate	\$2,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000
Other Insurance [Specify]	
Each Claim	\$
General Aggregate	\$

1.02 Additional Insureds

- A. Owner shall cause Engineer, its Subconsultants, and its Engineer's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Agreement) as additional insureds:

Name of Additional Insured	Address
Stahly Engineering and Associates, Inc.	3530 Centennial Drive, Helena, MT 59601

- B. During the term of this Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.
- C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If

Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

- E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES: INTRODUCTION

ARTICLE 1—COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 1.01:

- 1.01 Compensation for Basic Services (other than Resident Project Representative)—Lump Sum Method of Payment
- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any) as follows:
 - 1. A Lump Sum amount of \$ 7,000 for the topographic survey.
 - 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but compensation will not exceed the total Lump Sum amount unless approved in writing by the Owner.
 - 3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).
 - 4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable **None**
 - 5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
 - B. Period of Service: The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 6 months. If such period of service is extended, the compensation amount for Engineer's services will be appropriately adjusted.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

ARTICLE 2—COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraphs 1.01, 1.02, and 1.03:

2.01 Compensation for Basic Services ~~(other than Resident Project Representative)~~—Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A ~~(except for Resident Project Representative services, if any)~~ as follows:

1. An amount equal to the cumulative hours charged to the Project by Engineer's personnel times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses, plus Engineer's Subcontractors' and Subconsultants' charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Subcontractor's and Subconsultants' charges.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit J as Appendices 1 and 2.
4. The total compensation for such services is estimated to be \$50,000 based on the following estimated distribution of compensation:

a. Engineering Design	\$	21,000
b. Bidding	\$	6,000
c. Construction Administration	\$	23,000
5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but compensation will not exceed the total estimated compensation amount unless approved in writing by Owner. See also Exhibit J Paragraph 1.03.C.2 below.
6. The total estimated compensation for Engineer's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Subcontractor's and Subconsultants' charges.
7. The amounts billed for Engineer's services under Exhibit J Paragraph 1.01 will be based on the cumulative hours charged to the Project during the billing period by Engineer's employees times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses and Engineer's Subcontractor's and Subconsultants' charges.

2.02 Compensation for Reimbursable Expenses

A. Owner shall reimburse Engineer for Reimbursable Expenses directly related to the provision of Basic Services, using the rates set forth in Appendix 1 to this Exhibit J when applicable.

- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of **10%**

2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed to Engineer by Engineer's Subconsultants times a factor of **5%**.
- B. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. Estimated Compensation Amounts
 - 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered hereunder.
- D. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2026) to reflect equitable changes in the compensation payable to Engineer.
- E. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

1. shall make copies of such records available to Owner at cost.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment per Exhibit J. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Copies/Impressions	\$ 0.33/page
Mileage (auto)	\$ 0.75/mile
Nuclear Density Guage	\$160/day
Laboratory Testing	at cost
Lodging	at Cost
Per Diem	\$54.00/Day

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

Notes to User—The categories below (Billing Classes VIII through I) are traditional hourly rate classes for engineering services, but the classes themselves do not currently have widely accepted or understood meanings or definitions. Many approaches are possible for establishing the hourly rates that will be charged. These include defining the categories (for example, "Billing Class VI—Assistant Project Manager"), or using the engineering firm's own staffing classifications. If hourly rates are ascribed to specific individuals, the user should ensure that changes in professional and other personnel and rates are allowable over the Project's course.

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit J and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Exhibit J.

B. Schedule: Hourly rates for services performed on or after the date of the Agreement are:

Billing Class VIII	\$ [Enter Rate]/hour
Billing Class VII	\$ [Enter Rate]/hour
Billing Class VI	\$ [Enter Rate]/hour
Billing Class V	\$ [Enter Rate]/hour
Billing Class IV	\$ [Enter Rate]/hour
Billing Class III	\$ [Enter Rate]/hour
Billing Class II	\$ [Enter Rate]/hour
Billing Class I	\$ [Enter Rate]/hour



Contract

Date	Estimate #
6/9/2026	11243

Name / Address
Big Horn County 121 W 3rd St Hardin Mt 59034

		Project		
		RR Tracks North Side (City)		
Item	Description	Qty	Unit	Total
Re Bid Item	Railroad Tracks on North side of Fairgrounds entrance (City) Mill out & prepare for asphalt. Haul, place & compact 3" of asphalt.	11,876	2.75	32,659.00
Note	No TC County to supply water truck County to purchase Asphalt type B from KR			
Any questions call Ed (406) 861-4730		Total \$32,659.00		

Quote is good for 15 days. All material and workmanship carries a 1 year warranty. Work must fit into current working schedule. No guarantee on water drainage on a less than a 2% grade. No guarantee against the growth of vegetation. Not responsible for damage to concrete caused from equipment. Customer agrees to pay all legal fees in the event that it becomes necessary from default of payment of this contract. Customer agrees to pay upon completion of job unless otherwise specified. A \$20.00 late fee will be charged every month account is past due. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified.

Signature _____

Date _____

3962 Pa Hollow Trail Billings Mt 59106 P: 406-254-9571 F: 406-254-9572 WhartonAsphalt@netzero.net WhartonAsphalt.com

Public Hearings

7/13/2026 at 7:00pm

Variance Request

Submitted by: Matthew Baker for property owned by Debra Lee Hill-Scott

&

**Public input concerning potential revisions to the
City of Hardin Zoning Ordinance**

Regular Meeting

7/13/2026 at 7:00pm

1. Call to order
 2. Submission of minutes from June 2026
 3. Submission of financial statement & bill(s) to be paid
 4. Old Business
 - a. County Commissioners appointed member update
 - b. County Growth Policy update
 - c. Code Enforcement Position Needed – City of Hardin
 5. New Business
 - a. Inquiry on Brownsfield Study for City or County
 - b. Public Requests for Donations from CCPB
 6. Announcements
 7. Adjournment
-

