



BROADWATER COUNTY COMMISSIONERS
515 Broadway, Townsend
Meetings are held at the Flynn Building on 416 Broadway St.

Current and previously recorded meetings, official agenda, and minutes may be viewed on the website at <https://www.broadwatercountymt.com>.

Per Montana Code Annotated (MCA) 2-3-202, the agenda must include an item allowing public comment on any public matter that is not on the agenda of the meeting and that is within the jurisdiction of the agency conducting the meeting. Public comments will be taken either in writing before the meeting or in person at the beginning of the meeting. Mail and items for discussion and/or signature may occur as time allows during the meeting. Issues and times are subject to change. Working meetings will be posted on the agenda and will not be recorded.

OFFICIAL agendas are posted in the Courthouse (1st-floor bulletin board), on our website at www.broadwatercountymt.com, in the window of the Flynn Building at least 48 hours in advance of the meeting, and in the local MT43 Newspaper

REVISION as of April 19, 2024

Monday, April 22, 2024

1:00 PM Working Meeting with Bill Jarocki, County Administrative Officer, regarding projects and deadlines. This will be in the Commission Office

Tuesday, April 23, 2024

1:00-3:00 PM Working Meetings with Commissioners and Other Department Heads; Executive Administrative Assistant Applicant Interviews. This will be in the Flynn Building.

3:00 PM Working Meeting with Kay Minor, Deputy County Attorney, regarding projects and deadlines. This will be in the Commission Office

4:00-5:00 PM Working Meeting with Commissioners and Other Department Heads; Executive Administrative Assistant Applicant Interviews. This will be in the Flynn Building

Wednesday, April 24, 2024

10:00 AM Public Comment on any subject not on the agenda, that the Commission has jurisdiction over.

10:00 AM Discussion/Decision, Nichole Brown, Community Development and Planning Director, Kinzler Boundary Relocation (Section 26, Township 7 North, Range 3 East)

10:05 AM Discussion/Decision, Task Orders, Broadwater County Airport Reconstruction Project

10:10 AM Discussion/Decision, Bid Award for Broadwater County Airport Reconstruction Project. Base Bid and Additive Alternatives

- 10:15 AM** **Discussion/Decision, Renewal of Broadwater County DEQ Contract No. 224006**
- 10:20 AM** **Discussion/Decision, TextMyGov contract and implementation timeline**
- 10:25 AM** **Discussion/Decision, Memorandum of Understanding Between Broadwater County and Gallatin County, Montana; funding for reconstruction of Old Town Bridge West**
- 10:30 AM** **Discussion/Decision, Memorandum of Understanding between Montana Internet Corporation and Broadwater County for the Use of County Property for Materials Storage During Fiber Installation Project**
- 3:00 PM** **Working Meeting with Commissioners and Other Department Heads; Executive Administrative Assistant Applicant Interviews. This will be in the Flynn Building**

Items for Discussion / Action / Review / Signature – Consent Agenda

- ✓ Certificate of Survey review
- ✓ Management – on-going advisory board appointments
- ✓ Claims/Payroll/minutes
- ✓ County Audit / Budget
- ✓ Mail – ongoing grants
- ✓ Correspondence – support letters

Debi Randolph, Vice Chairman (406) 266-9270 or (406) 980-2050

Darrel Folkvord, Chairman (406) 266-9272 or (406) 980-1213

Lindsey Richtmyer (406) 266-9271 or (406) 521-0834

E-mail: commissioners@co.broadwater.mt.us

Future Meetings will be held at the Flynn Building (416 Broadway)

Please note: These meeting times/dates may change, please check the county website)

- *Planning Board Public Hearing on April 29th at 2 PM*
- *Parks and Recreation Board Meeting on April 29th at 6:00 PM*
- *Solid Waste Special Meeting on April 30th at 6:00 PM*

The Commissioners may be attending these board meetings (except the Planning Board)

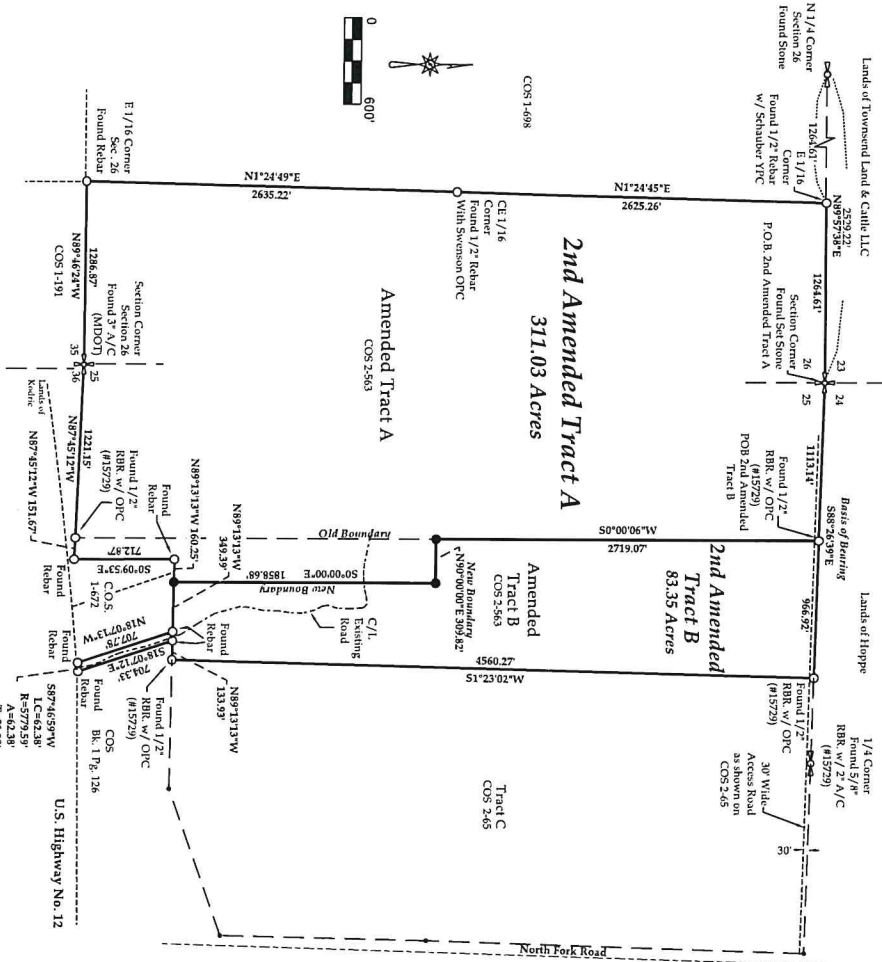
Certificate of Survey No. _____

To Relocate Boundaries Between Adjacent Properties

Tracts 25 and 26 of Certificate of Survey No. 2-65,

located in Part of the West 1/2 of Section 25, and part of the E 1/2 of the E 1/2 of Section 26,
Township 7 North, Range 3 East, P.M.M., Broadwater County, Montana.

Requested by: Travis Kinzler
Landowners: KNP, LLC and C2-65, LLC
Date: November 3, 2023



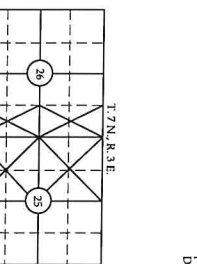
LEGEND

- ⊕ Section Corner
- Quarter Corner
- Found Rebar as noted
- Set 1/2" Rebar w/ OTC (No. 13279)
- POB
- Point of Beginning

Certificate of Examination:
Reviewed for errors and omissions in calculations and defining this the _____ day of _____, 20____ pursuant to Section 76-3-611(2)(b), MCA.
Montana Registration No. _____

Certificate of Treasurer:
I, _____ Treasurer of Broadwater County, Montana, do hereby certify that the accompanying plat has been duly examined and that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid.
Dated this _____ day of _____, 20____

Certificate of Clerk and Recorder:
I, _____ Clerk and Recorder of Broadwater County, Montana, do hereby certify that the foregoing instrument was filed in my office at _____ o'clock (am or pm) the _____ day of _____, AD 20____ and recorded in Book _____ of Plats on Page _____ of County Maps.
Document No. _____



Certificate of Surveyor:
I hereby certify the attached plat is a true representation of a survey performed under my supervision and completed on November 3, 2023, and described the same as shown on the accompanying plat in accordance with the Montana Subdivision and Platting Act.
Dated this _____ day of _____, 20____

Surveyor:
Dan Swenson, L.S. 15279
P.O. Box 177
Townsend, MT 59644

Travis Kinzler	266-4602
Boundary Relocation	
Schaubert Surveying	
SCALE: 1"=200'	FILE NAME: 492CR1123.mxd
DRAWN BY: KREBS	SHEET: 1/1
DATE: 11/03/23	JOB: 4227

After recording return to: After Recording, Return To:
Rocky Mtn Title & Insured Closing
P.O. Box 268
Helena, MT 59624

KNP, LLC
3635 Fieldstone Drive W,
Bozeman, MT 59715

179559 Fee: \$ 14.00 Bk 186 Pg 72
BROADWATER COUNTY Recorded 2/20/2018 at 04:30 PM
Douglas D. Ellis, Clerk and Recorder By Annr Deputy
Return to: Rocky Mountain Title Co
P.O. Box 268, Helena, Montana 59624

B+21087

WARRANTY DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, DANIEL E. MARTIN and DEBORAH H. MARTIN, Grantors, do hereby grant and convey unto KNP, LLC, a Montana limited liability company, of 3635 Fieldstone Drive W, Bozeman, MT 59715, Grantee, the following described real property located in the County of Broadwater, State of Montana, to-wit:

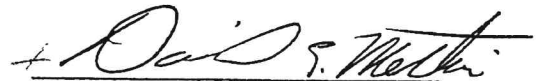
Tract A as shown on Certificate of Survey recorded in Book 2 of Plats, page 65, located in Sections 25 and 26, Township 7 North, Range 3 East, P.M.M., Broadwater County, on file and of record in the office of the Clerk and Recorder of said County, under Document #152589.


TOGETHER WITH all and singular the hereinbefore described premises together with all tenements, hereditaments, and appurtenances thereto belonging.

SUBJECT TO all easements, patent reservations, exceptions and reservations contained in the record chain of title and any federal, state or local regulations affecting the property. Except with respect to these items, this deed is given with the usual covenants set forth in M.C.A. Section 30-11-110.

IN WITNESS WHEREOF, the Grantor has executed this Warranty Deed the date set forth in the below acknowledgment.

DATED this 14th day of February, 2018.


Daniel E. Martin


Deborah H. Martin

STATE OF Michigan)
 : ss.
County of St Joseph)

On this 14~~th~~ day of February, 2018, before me, a Notary Public in and for the State of Michigan, personally appeared Daniel E. Martin and Deborah H. Martin, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



Notary Public for the State of Michigan
Printed Name Catherine A Baker
Residing in St Joseph
My commission expires: 12-4-18

CATHERINE A. BAKER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF ST. JOSEPH
My Commission Expires December 4, 2018

After recording return to: After Recording, Return To:
Rocky Mtn Title & Insured Closing
KNP, LLC P.O. Box 268
3635 Fieldstone Drive W, Helena, MT 59624
Bozeman, MT 59715

179559 Fee: \$ 14.00 Bk 186 Pg 72
BROADWATER COUNTY Recorded 2/20/2018 at 04:30 PM
Douglas D. Ellis, Clerk and Recorder By Annr Deputy
Return to: Rocky Mountain Title Co
P.O. Box 268, Helena, Montana 59624

B+21087

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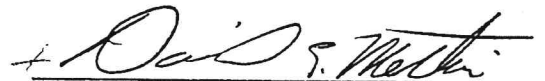
Tract A as shown on Certificate of Survey recorded in Book 2 of Plats, page 65, located in Sections 25 and 26, Township 7 North, Range 3 East, P.M.M., Broadwater County, on file and of record in the office of the Clerk and Recorder of said County, under Document #152589.

TOGETHER WITH all and singular the hereinbefore described premises together with all tenements, hereditaments, and appurtenances thereto belonging.

SUBJECT TO all easements, patent reservations, exceptions and reservations contained in the record chain of title and any federal, state or local regulations affecting the property. Except with respect to these items, this deed is given with the usual covenants set forth in M.C.A. Section 30-11-110.

IN WITNESS WHEREOF, the Grantor has executed this Warranty Deed the date set forth in the below acknowledgment.

DATED this 14th day of February, 2018.



Daniel E. Martin



Deborah H. Martin

STATE OF Michigan)
 : ss.
County of St Joseph)

On this 14~~th~~ day of February, 2018, before me, a Notary Public in and for the State of Michigan, personally appeared Daniel E. Martin and Deborah H. Martin, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



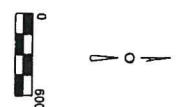
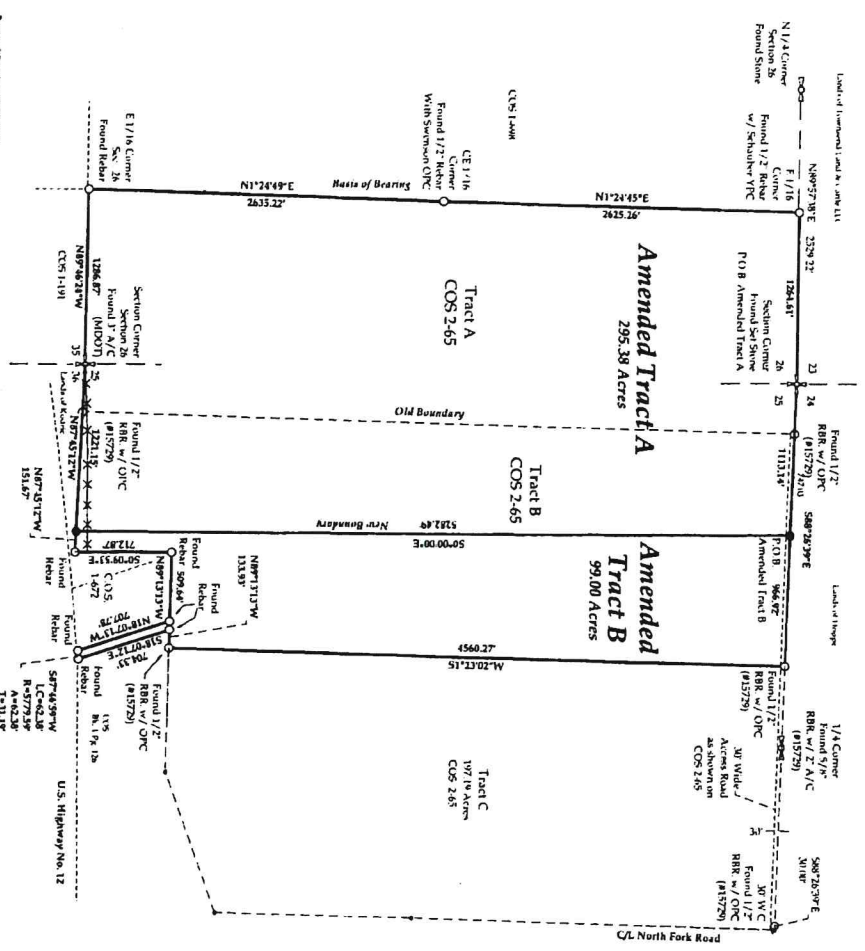
Notary Public for the State of Michigan
Printed Name Catherine A Baker
Residing in St Joseph
My commission expires: 12-4-18

CATHERINE A. BAKER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF ST. JOSEPH
My Commission Expires December 4, 2018

Certificate of Survey: To Relocate Boundaries Between Adjacent Landowners

To Amend Tracts 24 and 25 of Certificate of Survey No. 2-65,
 Situated in Part of the West 1/2 of Section 25, and part of the E 1/2 of the E 1/2 of Section 26,
 Township 7 North, Range 3 East, P.M.M., Broadwater County, Montana.

Prepared by: *Tommy Hooper*
 Examination: *M. 1971, G.R.*
 Date: *May 7, 2015*



Legal Description:
 A Tract of land being Tract A and part of Tract B of Certificate of Survey Book 2 of Range 02, situated in part the W 1/2 of Section 25, and part of the E 1/2 of Section 26, all being in Township 7 North, Range 3 East, P.M.M., Broadwater County, Montana being more particularly described as follows: Commence at the Northwest corner of said Section 25 for the Point of Beginning, thence along the North line of said Section 25, 588'25.99' E for 1111.14 feet; thence leaving said Section 25, 325'89 feet to the South line of said Section 25, thence along the South line of said Section 25, 1206'67 feet to the E 1/16 Corner; thence North 74°45' E 285.25 feet to the E 1/16 Corner; thence along the East line of said Section 26, 1264.61 feet to the Point of Beginning, the Area being 295.38 Acres more or less and being served by and subject to right of ways and easements as shown, existing or of record.

Amended Tract B:
 A Tract of land being part of Tract B of Certificate of Survey Book 2 of Range 02, situated in part the W 1/2 of Section 25, Township 7 North, Range 3 East, P.M.M., Broadwater County, Montana being more particularly described as follows: Commence at the Northwest corner of said Section 25, thence along the North line of said Section 25, 1111.14 feet to the Northwest corner of heretofore described Tract A and True Point of Beginning, thence along the South line of said Section 25, 1206'67 feet to the E 1/16 Corner; thence North 74°45' E 285.25 feet to the E 1/16 Corner; thence along the East line of said Section 26, 1264.61 feet to the True Point of Beginning, the Area being 99.00 Acres more or less and being served by and subject to right of ways and easements as shown, existing or of record.

Landowner's Certification:
 We, the undersigned, in response to the survey filed to relocate a common boundary line between adjoining properties, certify that we are the owners of the lands described in the above recited survey and that no additional interests are hereby created. Therefore, in testimony of and to certify from review as a Subdivision per Montana Statute 82-1-201, P.M.M., MCA.

Dated this 7th day of May, 2015, at Helena, Montana.
 Landowners: *Kyle Lee*

DEED EXEMPTION:
 Montana Statute on Subdivisions Act (Land Division) is satisfied from the above recited survey. The subdivision is exempt from the provisions of the Montana Subdivision and Planning Act (MCA 82-1-10). A subdivision shall comprise only those parcels of less than 30 acres which have been created by a division of land, and the plat therefor shall show all such parcels, whether contiguous or not. The intent of this act is to regulate the subdivision of land, whether existing or proposed, in order to protect the public health, safety, and general welfare of the State of Montana.

Notary Public:
 I, *Tommy Hooper*, Notary Public for the State of Montana, do hereby certify that the above recited survey was filed in my office on the 7th day of May, 2015, and recorded in the County of Broadwater, Montana, in Book 2 of Range 02, P.M.M., MCA, at page 265. The survey was filed in my office on the 7th day of May, 2015, and recorded in the County of Broadwater, Montana, in Book 2 of Range 02, P.M.M., MCA, at page 265. The survey was filed in my office on the 7th day of May, 2015, and recorded in the County of Broadwater, Montana, in Book 2 of Range 02, P.M.M., MCA, at page 265.

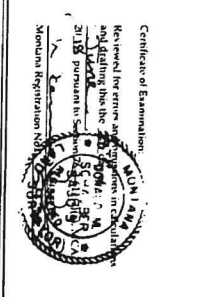
Certificate of Clerk and Recorder:
 I, *Debra Slick*, Clerk and Recorder of Broadwater County, Montana, do hereby certify that the accompanying plat has been duly examined and that all real property taxes and ad valorem taxes have been paid and that the land is in the hands of the owner of record, *Tommy Hooper*, Notary Public for the State of Montana, in Book 2 of Range 02, P.M.M., MCA, at page 265. The survey was filed in my office on the 7th day of May, 2015, and recorded in the County of Broadwater, Montana, in Book 2 of Range 02, P.M.M., MCA, at page 265.

Certificate of Surveyor:
 I hereby certify the attached plat is a true representation of the survey as shown on the map and described in the accompanying plat in accordance with the provisions of the Montana Subdivision and Planning Act (MCA 82-1-10). I am a duly Licensed Surveyor in the State of Montana, License No. 15779, and my commission expires on the 31st day of December, 2016.

Tommy Hooper
 Surveyor

LEGEND

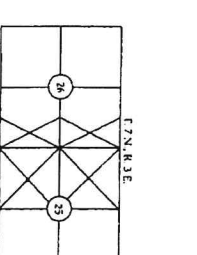
- ⊕ Section Corner
- Quarter Corner
- Found Rebur at mind
- Set 1/2" Rebur w/ OTC (No. 15279)
- Witness Corner



Certificate of Examination:
 Key-level for errors and omissions in the original and detailing the corrections in this certificate pursuant to Montana Statute 82-1-10, MCA, and recorded in the County of Broadwater, Montana, in Book 2 of Range 02, P.M.M., MCA, at page 265. The survey was filed in my office on the 7th day of May, 2015, and recorded in the County of Broadwater, Montana, in Book 2 of Range 02, P.M.M., MCA, at page 265.

Tommy Hooper
 Examiner

Certificate of Treasurer:
 I, *Debra Slick*, Treasurer of Broadwater County, Montana, do hereby certify that the accompanying plat has been duly examined and that all real property taxes and ad valorem taxes have been paid and that the land is in the hands of the owner of record, *Tommy Hooper*, Notary Public for the State of Montana, in Book 2 of Range 02, P.M.M., MCA, at page 265. The survey was filed in my office on the 7th day of May, 2015, and recorded in the County of Broadwater, Montana, in Book 2 of Range 02, P.M.M., MCA, at page 265.



Tract A & B COS 2-65	266-4602
Boundary Relocation	
Schaulder Surveying	
600 E. 1st St. Helena, MT 59501	
Phone: 406-443-1111	
Fax: 406-443-1111	
Website: www.schaulder.com	

REQUEST FOR EXEMPTION REVIEW

Note to Applicant: The purpose of this review is to enable Broadwater County officials to determine whether or not the proposed use of an exemption from local subdivision review would evade the Montana Subdivision and Platting Act.

Part One. Applicant Information

Landowner(s): C2 - 65 LLC KNP LLC
Address: 1716 W Main St Suite 5 Bozeman, MT 59715 3635 Fieldstone Dr. Bozeman, MT 59715
Telephone Number(s): 406-589-4886 406-570-8518

Landowner Representative: Schauber Survey
Address: 64 Jack Farm Road Phone: 406-266-4602

Part Two. Legal Description: Amended Tracts A & B, COS 2-563

Part Three. Basis for Exemption Request:

What exemption is being claimed, and what is the basis for your exemption claim?
Boundary Adjustment pursuant to MCA 76-3-207(a)

Part Four. Supporting Information: Please provide all pertinent information, including an accurate certificate of survey or amended subdivision plat, as applicable and where required. A subdivision exemption review fee must be submitted with the exemption request.

AFFIDAVIT: I hereby certify that the purpose of this exemption request is NOT to evade the Montana Subdivision and Platting Act. Dated this day of December, 2023

Signature(s): C2-65 LLC
J. Troy Redmon

KNP LLC
Travis Kinzler

Certificate of Governing Body:

We, the Board of County Commissioners, do hereby certify that the use of the exemption claimed on the accompanying Certificate of Survey has been duly reviewed, and has been found to conform to the requirements of the Subdivision and Platting Act, Section 76-3-101 et. seq. MCA, and the Broadwater County Subdivision Regulations.

Dated this day of . A.D., 20

Commissioner

Commissioner

Commissioner

C&R Attest

After recording return to:

C2-65, LLC
1716 W. Main St. Ste. 5,
Bozeman, MT 59715

BX 22535

181799 Fee: \$ 14.00 Bk 193 Pg 388
BROADWATER COUNTY Recorded 12/5/2018 at 03:37 PM
Douglas D. Ellis, Clerk and Recorder By Annr Deputy
Return to: Rocky Mountain Title Co
P.O. Box 268, Helena, Montana 59624

WARRANTY DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, KNP, LLC, a Montana limited liability company, Grantor, does hereby grant and convey unto C2-65, LLC, a Montana limited liability company, of 1716 W. Main St., Ste. 5, Bozeman, MT 59715, Grantee, the following described real property located in the County of Broadwater, State of Montana, to-wit:

Township 7 North, Range 3 East, P.M.M., Broadwater County, Montana

Amended Tract B of that Certificate of Survey recorded as Document 181204,
Book 2, Page 563 in the Office of the Broadwater County Clerk and Recorder

TOGETHER WITH all and singular the hereinbefore described premises together with all tenements, hereditaments, and appurtenances thereto belonging.

SUBJECT TO all easements, patent reservations, exceptions and reservations contained in the record chain of title and any federal, state or local regulations affecting the property. Except with respect to these items, this deed is given with the usual covenants set forth in M.C.A. Section 30-11-110.

IN WITNESS WHEREOF, the Grantor has executed this Warranty Deed the date set forth in the below acknowledgment.

DATED this 16 day of November 2018.

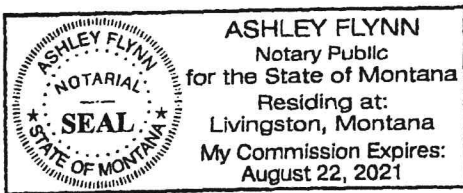
KNP, LLC, a Montana limited liability company

By: _____


Travis Kinzler

STATE OF Montana)
 : ss.
County of Gallatin)

On this 11th day of November 2018, before me, a Notary Public in and for the State of Montana, personally appeared Travis Kinzler as managing member of KNP, LLC, a Montana limited liability company known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



Ashley Flynn
Notary Public for the State of Montana
Printed Name _____
Residing in _____
My commission expires: _____

After recording return to:

C2-65, LLC
1716 W. Main St. Ste. 5,
Bozeman, MT 59715

BX 2535

181799 Fee: \$ 14.00 Bk 193 Pg 388
BROADWATER COUNTY Recorded 12/5/2018 at 03:37 PM
Douglas D. Ellis, Clerk and Recorder By Annr Deputy
Return to: Rocky Mountain Title Co
P.O. Box 268, Helena, Montana 59624

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IN WITNESS WHEREOF, the Grantor has executed this Warranty Deed the date set forth in the below acknowledgment.

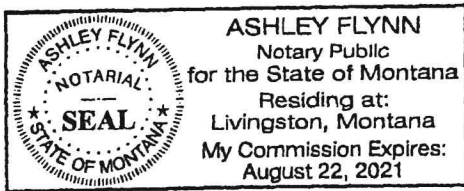
DATED this 16 day of November 2018.

KNP, LLC, a Montana limited liability company

By: 
Travis Kinzler

STATE OF Montana)
 : ss.
County of Gallatin)

On this 11th day of November 2018, before me, a Notary Public in and for the State of Montana, personally appeared Travis Kinzler as managing member of KNP, LLC, a Montana limited liability company known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



Ashley Flynn
Notary Public for the State of Montana
Printed Name _____
Residing in _____
My commission expires: _____

TOWNSEND AIRPORT IMPROVEMENT PROJECTS
AIP 3-30-0078-017-2024

RECORD OF ENGINEERING SELECTION AND CONTRACT NEGOTIATIONS

- ➔ A *Request for Qualifications* was advertised by Broadwater County, the Sponsor, in the *Broadwater Reporter* (the County's newspaper of record) on **March 16th and 22nd, 2022**. The *Notice* was for engineering and planning assistance for Townsend City-County Airport for a five-year period.
- ➔ The Sponsor selected Robert Peccia and Associates (RPA) as their Airport Engineer in **April 2022**;
- ➔ The Sponsor executed the base *Agreement to Furnish Engineering Services* on **July 18, 2022**;
- ➔ The Sponsor selected KLJ of Billings, MT to complete an Independent Fee Estimate (IFE) to aid in their determination of reasonableness of the proposed fees. The IFE of \$581,347.82 was 3.3% lower than the proposed engineering fee by RPA of \$600,920.00. See table below.

TASK ORDER	TOTAL FEE	KLJ IFE TOTALS	
TASK ORDER #4- PROJECT ADMINISTRATION - AIP-017-2024	\$74,710.00	\$76,548.65	-2.5%
TASK ORDER #5 - DESIGN ENGINEERING - PHASE II	\$59,210.00	\$85,453.85	-44.3%
TASK ORDER #6 - BIDDING AND CONSTRUCTION ADMINISTRATION	\$69,780.00	\$44,665.67	36.0%
TASK ORDER #7 - SERVICES DURING CONSTRUCTION	\$168,550.00	\$158,523.53	5.9%
TASK ORDER #8- AIRPORT LAYOUT PLAN	\$63,310.00	\$57,563.44	9.1%
TASK ORDER #9 - ADIP/AGIS DATA COLLECTION	\$165,360.00	\$158,592.68	4.1%
TOTAL ENGINEERING FEE:	\$600,920.00	\$581,347.82	3.3%

- ➔ Following detailed review of the IFE, rates, labor hours, overhead, and fixed fee (profit); there were a few notable differences. A large portion of the differences were contained within the bidding and construction administration (Task Order #6) phase.

Comparisons of that phase noted the following differences:

- Total labor hours RPA (459.2) versus KLJ (252.0) – 82.2% difference;
- Notable differences of labor hours were noted within Bidding Assistance (answering of bidder questions), inspection preparation (coordination of assigned inspector with engineers to prepare in advance of construction start-up with design intent, Construction Plans, and Specifications), construction management and design interpretations (engineer(s) coordination with assigned inspector (RPR), Owner, Contractor, and FAA, submittal review, and final inspection; and
- RPA reviewed the areas of differences and did not feel any changes were warranted to the proposed. The major reconstruction project is geographically located to entice multiple potential bidders, and the project design intent will require direct engineering oversight to help ensure a high-quality product meeting the Construction Plans and Specifications.

- ➔ The Sponsor accepted the Engineering Task Orders #4-9 contingent upon FAA review and acceptance.

 Darrel Folkvord, Chairman
 Broadwater County

 Date

TASK ORDER NUMBER FOUR
AGREEMENT TO FURNISH ENGINEERING SERVICES
to
BROADWATER COUNTY
for
IMPROVEMENTS TO TOWNSEND AIRPORT
PROJECT ADMINISTRATION – AIP-017-2024

This Task Order provides for professional engineering services to be performed by Robert Peccia & Associates, Inc. (hereinafter the Engineer), for BROADWATER COUNTY (hereinafter the Owner), in accordance with Article 1 of the Agreement to Furnish Engineering Services to BROADWATER COUNTY, for Improvements to the TOWNSEND AIRPORT, dated **July 18, 2022** (hereinafter the Agreement). All provisions of the Agreement are incorporated by reference. This Task Order represents an authorization to proceed with the scope of services, schedule, and compensation described herein. This Task Order, when executed by both parties, shall become a supplement to and part of the basic Agreement.

ARTICLE 1. SCOPE OF SERVICES

The Engineer agrees to furnish the following professional engineering services in connection with the *Project Administration – AIP-017-2024* for improvements to the Townsend Airport. The improvements include the following work items:

1. Reconstruct Runway 17-35 and Runway Turnaround;
2. Reconstruct Connecting and Partial Parallel Taxiways;
3. Reconstruct Apron and Taxilanes;
4. Install Drainage Improvements (Subsurface Edge Drains and Culverts);
5. Install Electrical Improvements – electrical vault and vault equipment, MIRL, MITL, PAPI's, and guidance signs;
6. Install Lighted Primary Wind Cone;
7. Install Supplemental Wind Cone;
8. Install Beacon and Tip-Down Pole;
9. Construct Segmented Circle;
10. Construct Re-Aligned Connecting Taxiway;
11. Construct Hangar Access Taxilane; and
12. Construct Apron Expansion.

A. PROJECT ADMINISTRATION

The Engineer shall be responsible for the following services during *the Project Administration – AIP-017-2024* phase:

1. Project Startup / Coordination / Meetings

Discuss with the Owner and identify a project scope within the FAA's and airport's budget constraints. Provide technical and funding advice along with rough cost estimates to aid in decision-making.

This Task Order has budgeted for the Senior Consultant to attend a total of twelve (12) meetings, and Project Design to attend four (4) meetings with the Owner and/or Airport Board. The extended duration of the project, delays in FAA funding, and likely delay in construction to calendar year 2025 will result in in person meeting attendance. Each meeting requires travel, advance planning, preparation, handout production, graphics, and a written summary by the Engineer, in addition to the actual meeting time (which are typically at least two hours in duration). Additionally, it is planned to produce and email up to twenty-

four (24) project summary updates for Airport Board and/or County Commission meetings (anticipated typically monthly updates). The Group Manager and Project Manager will be available via telephone conference to answer any questions that arise during all meetings that are not attended in person. Separate meetings may be planned that are specific to other phases, but those will be budgeted for under separate Task Orders.

It also budgeted for the Senior Consultant and the “design team” to conduct up to four (4) “Pre-Design” meetings with the FAA. The FAA requires Pre-Design Meetings to clearly establish the project scope and determination of FAA-eligible project items / actions. The scope of work explicitly lists the required administrative tasks, reports, forms, documentation, standards, and procedures expected for successful project completion. Each meeting requires advance meeting preparation in accordance with the FAA “Pre-Design Checklist”, and follow-up meeting minutes for distribution / inclusion in the Engineering Design Report. One of the FAA pre-design meetings will be held at the Townsend Airport, requiring advance travel and advance coordination with the Airport / Airport Board / County.

2. Prepare Contracts / Task Orders

The engineering contract outlining the general scope, basis of compensation, payment for services, obligations of the Engineer and Owner, as well as general and legal provisions governing contractual relations between Engineer and Owner has been previously prepared / executed.

The Engineer shall prepare Task Orders with specific work items of defined scope, documenting work to be completed, times for completion, and engineering budget for this AIP-017-2024 project.

The Engineer will coordinate the Independent Fee Estimate (IFE) for engineering services to be conducted by a qualified engineering firm. The Owner will select the firm. This activity is required by the FAA to ensure reasonableness of engineering fees. The cost of the IFE will be a direct administrative cost to the Owner and is not included or budgeted for as part of this Task Order.

As required by the FAA, the Engineer will complete a Record of Negotiations, documenting that the appropriate federal policies regarding contracted engineering services have been followed.

3. Prepare FAA Grant Application with Cost Estimates and AIP Project Schedule

After the preliminary project scoping has been completed, the Engineer will prepare an Application for Federal Assistance under the Airport Improvements Program for approval by the Owner and submission to the FAA.

The Engineer will summarize the Owner’s intention of project scope, financial needs, and local resources on the FAA’s standard grant application form. The Engineer will complete Owner contact information, estimated cost break-outs, ACIP code break-outs, narrative intentions and justification, and supporting documents on the FAA grant application form, as well as answering questions regarding the Owner’s certifications, obligations, and assurances that are included in the grant package. The Engineer will produce multiple copies of the application package and route it through the Owner to the FAA. This application will include estimated / preliminary costs administrative costs.

The Engineer will prepare and submit the FAA-required AIP project schedule, detailing the estimated and actual completion dates of such things as environmental approval, submittal dates of work scope and record of negotiation, grant application, estimated grant issued, project closeout, etc.

4. Prepare Montana Aeronautics Grant and Loan Application

An application for grant and loan funds will also be made to the Montana Department of Transportation – Aeronautics Division (MAD). The Engineer will complete Owner contact information, estimated cost

break-outs, ACIP code break-outs, narrative intentions and justification, and supporting documents. Following Owner review / approval, the Engineer will submit the application on the Owner's behalf. The Engineer will attend and present the application at the MAD allocation meeting on the Owner's behalf.

The Montana Aeronautics grant / loan application is not FAA eligible, as it is funding associated with the Sponsor's "share". This work will be completed; however, the costs have been specifically excluded from this Task Order.

5. Complete and Process Sponsor Certifications

The Engineer shall prepare FAA-required Sponsor Certifications for submission with the Grant Application. This phase will include preparation of Sponsor Certification for: Certification and Disclosure Regarding Potential Conflicts of Interest, Certification Regarding Lobbying, Drug-Free Workplace, Selection of Consultants, Project Plans and Specifications, Equipment/Construction Contracts, and Construction Project Final Acceptance for Owner's approval and submission to the FAA.

6. Produce Approximately Bi-Monthly Pay Applications

The Engineer will prepare roughly bi-monthly pay applications for the Owner's review / concurrence. The pay requests will be entered through the DOT's Delphi e-Invoicing System. Administration requests for reimbursements will be included in these pay applications.

Gaining and maintaining access to the Delphi e-Invoicing System user access is included in this task. The web-based program requires e-Authentication, which requires each user to provide a notarized user request form, coordination through the FAA HLN-ADO to be included on the sponsor list of user access, and generation of a username and password for the system. The system must be accessed by the Engineer bi-monthly at a minimum to keep passwords updated and access valid.

7. Prepare FAA Form 7460-1 Notice of Proposed Construction or Alternation

The FAA requires that all projects (except equipment acquisition or interior building modifications) submit an FAA Form 7460-1 Form *Notice of Proposed Construction or Alternation* a minimum of 45-working days *in advance of construction, describing the scope of work, duration, and location of the proposed improvements*. This project will require an estimated five (5) total 7460-1 submissions: overall project (1), primary wind cone (1), supplemental wind cone (1), beacon (1), and Construction Safety and Phasing Plan (1).

8. Environmental Documentation

An amendment to the Categorical Exclusion previously prepared under Task Order #4 (AIP-014-2021) will be submitted. Proposed environmental impacts associated with the proposed construction will be prepared and submitted on the FAA ARP SOP No. 5.1 Form (effective date of June 2, 2017) to include future hangar development, the beacon, segmented circle, and electrical enclosure.

9. National NAS Strategic Interruptions Service Level Agreement

The FAA requires that a National NAS Strategic Interruptions Service Level Agreement be filed for all projects that have either a 1) shutdown of NAS equipment for consecutive days in excess of 4 hours daily or for greater than 24 hours, and / or 2) runway closure and/or significant taxiway closure for greater than 24 hours. This form will be filed a minimum of 45-days in advance of closures, and include location, NRA reference number, project description, project phase, construction event, facilities impacted, and durations. The form will be updated and re-filed as necessary as construction schedules change. A single (1) NAS Strategic Interruptions Service Level Agreement form is anticipated to be required as part of the closure phasing.

10. Disadvantaged Business Enterprise Program

A requirement of FAA Grants exceeding \$250,000 is that the grant recipient must establish a Disadvantaged Business Enterprise (DBE) program to set goals for minority business to participate in the project. The Engineer will prepare a DBE program and FY2024 – 2026 multi-year goal, based on estimated engineering and construction costs with scoping items included within the Airports Capital Improvement Plan (CIP), in accordance with 49 CFR (Code of Federal Regulations), Part 26. The multi-year goal will be developed for review and approval by the Owner and FAA Civil Rights. The Engineer will prepare and place the appropriate advertisement requesting DBE goal comments and field the resulting inquiries. Solicitation of public comments regarding goal setting assistance will include the FAA mandated face-to-face meeting. This will occur at the offices of Robert Peccia and Associates and does not include travel to Broadwater County or the Townsend Airport.

The Engineer will also assist with additional DBE race-neutral outreach steps, including attendance at MDT Civil Rights networking conferences. The Engineer will aim to attend a total of five (5) networking opportunities, within each MDT District – including District 2 Bozeman which includes Townsend, to provide for increased race-neutral participation and race-neutral good faith efforts.

11. Design Report Update – Phase II

The design report previously prepared under Task Order #4 (AIP-014-2021) will be updated including revisions to the construction cost estimate, an updated Construction Safety and Phasing Plan (CSPP) and associated Safety Plan. New design elements that will be reported on that were not included within the Phase I report include: Electrical Improvements (MIRL/MITL, guidance signs, Electrical Enclosure Improvements, PAPI, Beacon, Wind Cone, and Segmented Circle Installations), final grading and embankment areas, and the re-aligned connecting taxiway (to eliminate direct connection to the runway from the parking area). An updated engineering design report will be prepared in accordance with the FAA's Northwest Mountain Airports Regional Engineering Guidance 620-04 and submitted to the Helena ADO for review and approval. Compliance Document (SPCD).

12. FAA Grant Amendment – Finalized Construction & Engineering Costs / ACIP Code Breakouts

After the airport / project budget has been firmly established (Engineer's fees have been reviewed and finalized, and a responsive and responsible construction bid has been submitted), the Engineer will prepare/revise a Grant Amendment Letter (amending the previously submitted Grant Application based on estimated project costs) under the Airport Improvements Program for approval by the Owner and submission to the FAA.

13. Construction Management Plan

The Engineer will prepare the required Construction Management Plan (for all projects over \$500,000 where paving is a major bid item) in accordance with the current listing of Conditions within the Grant Agreement(s) and FAA Advisory Circular 150/5370-12B, dated 09/14/2015. This plan will be completed and submitted to the FAA prior to construction. Multiple copies will be produced and distributed to the Owner, FAA, and Contractor, which will be referenced and utilized to assure all compliance testing is completed throughout the project.

14. FAA Form 425 Federal Financial Report and FAA Form 271 Outlay Report and Requests for Reimbursement (RFR).

In accordance with 49 CFR 18.41 sponsors are required to submit required financial reports to summarize grant expenditures and the status of project funds. These financial reports now must be submitted outside of the Delphi e-Invoicing System. The Delphi e-Invoicing is limited to grant payments and does not currently provide the full capabilities to manage financial reporting requirements.

The Engineer will prepare annual (at federal fiscal year end) and final FAA Form 425 *Federal Financial Report*, which summarizes and monitors outlays and program income on a cash or accrual basis, and FAA Form 271 *Outlay Report and Request for Reimbursement for Construction Program*; both in accordance with Title 49 CFR Part 18.41 and 18.50. The final submission will include a *draft* submission as part of the Final Engineering Report, followed by the completed / executed version following final FAA project closeout and payment (with associated final dates of payment).

15. Quarterly Performance Report

At a minimum, per 49 CFR Part 18.40, reporting on physical project progress/accomplishments on percentage of completed work is required quarterly. During times that Weekly Construction Reports are not being completed, four (4) quarterly reports are anticipated to be required as part of this project.

16. FAA Reimbursable Agreement – VGSI/PAPI's

The Engineer will coordinate with FAA flight procedures associated with a Reimbursable Agreement for Runway 17 and 35 Precision Approach Path Indicator (PAPI) flight check(s), associated with the change from VFR to IFR anticipated as a result of this projects efforts with AGIS/ADIP data collection budgeted for under a separate task order(s). The Reimbursable Agreement will be included as an direct administrative cost to the project and is not included nor budgeted for under this task order.

The Engineer will be on-site for PAPI flight check to make necessary adjustments to the PAPI aperture aiming angles during the FAA flight check. This requires continual coordination with FAA flight inspections operations group and often very short notice to be on-site so aiming angles can be adjusted concurrently with flight check operations.

17. Final Engineering Report / Closeout Documentation

After the project has been accepted by the Owner, a final engineering report will be prepared. This report will contain the pertinent project information required according to the FAA's Northwest Mountain Airports Regional for a 'Design Only Grant' Engineering Guidance 620-05.

Aside from the Final Report summary, there are many forms, certificates, and drawings that must be submitted and distributed. The Engineer will prepare these for the Owners approval and then submit them to the FAA for their approval.

18. Disadvantaged Business Enterprise Reporting (FAA Civil Rights Connect)

The Engineer will report annual and final DBE payment reporting through the FAA Civil Rights Connect on-line system, as required for by Federal Regulations 49 CFR Part 26. The annual reports are due by December 1st for the prior fiscal year. Annual reporting through the DBE-connect system requires the Engineer to obtain access as an authorized user for the Owner, and to annually update usernames and passwords, as well as maintaining access to enter data on behalf of the Sponsor. Following project completion, the final DBE reporting will be submitted.

19. Capital Improvement Plan (CIP) Update

To assist the Owner in determining their needs over the next five years, the Engineer will prepare a preliminary list of project options to be considered by the Sponsor. The list will primarily be based on the latest pavement condition indexes, the Airport Layout Plan, and current trends in FAA funding of projects. "Ballpark" estimates will be applied to this list in a spreadsheet format for Owner consideration.

The Engineer will contact the Sponsor to discuss the Preliminary CIP relative to the Owner's long-range goals. The Engineer will modify the preliminary CIP, including prioritizing the components, adjusting the scale of improvements, modifying the timeline, supplementing/reducing the components based on Owner input, and producing cost estimates for the proposed improvements based on historical bid tabulations,

FAARFIELD pavement designs, previous geotechnical investigations, and existing pavement sections. Two (2) updates will be completed one prior to May 2024 and one prior to May 2025, which are anticipated to include attendance at two Airport Board Meetings.

ACIP Updates are now prohibited for reimbursement, unless associated with a Master Plan Study or Update grant. This work will be completed; however, the costs have been specifically excluded from the total.

ARTICLE 2. SCHEDULE

It is anticipated that those services listed above under Task Order Number Four are to be completed during the time period from January 2022 to December 2025.

ARTICLE 3. COMPENSATION

A. BUDGET


The budget for services described under Article 1, Scope of Services, Part A, *Project Administration – AIP-017-2024*, shall be the lump sum amount of **Seventy-Four Thousand, Seven Hundred Ten Dollars and Zero Cents (\$74,710.00)** as shown on the attached Schedule of Estimated Costs.

DATED this _____ day of _____ 2024.

BROADWATER COUNTY

ROBERT PECCIA & ASSOCIATES,

By: _____
Darrel Folkvord, Chairman
Broadwater County Commission

By:  _____
Craig Jenneskens, P. E.,
President



ROBERT PECCIA & ASSOCIATES, INC.
ENGINEERING SERVICES CONTRACT
SCHEDULE OF ESTIMATED COSTS

TOWNSEND AIRPORT IMPROVEMENT PROJECT
A.I.P. 3-30-0078-017-2024

RPA PROJECT#: 20008.0

TASK ORDER #4- PROJECT ADMINISTRATION - AIP-017-2024

DIRECT LABOR

WORK ITEM / SUBTASK	SENIOR	PROJECT	PROJECT	ENVIRON.	CADD	ADMIN.	ACCOUNTING	TOTAL
	TRIPS CONSULTANT	MANAGER	DESIGNER	PLANNER	DESIGNER	ASSISTANT		
	\$73.70	\$54.71	\$39.33	\$39.33	\$47.02	\$27.31	\$55.67	HOURS
Project Administration								
Project Startup / Coordination / Meetings								0
Sponsor / Board Meetings & Preparation (4-PM, 4-PD)		48		12				60
Travel Time (12-SC, 4-PD)	14	14.4		4.8				19
Produce & Email Meeting Updates (24)		24		4		2		30
FAA Pre-design Meeting / Preparation / Minutes (4)		8		4				12
Travel Time (1-SC, 1-PD)	1	1.2		1.2				2
Prepare Contracts / Task Orders (#4 - #9)		8		16				24
Independent Fee Review Coordination		2						2
Record of Negotiations		1		1				2
Prepare Initial FAA Grant Application		2		4				6
Preliminary Cost Estimates / ACIP Code Breakouts		2		8		2		12
AIP Project Schedule		0.5		1				2
Prepare Montana Aeronautics Grant and Loan Application								
Attend / Present at Allocation Meeting on Owner's Behalf								
Complete and Process Sponsor Certifications (7)		2		2				4
Produce Pay Applications (12)		6		12			6	24
Delphi - Owner Assistance & Bi-Monthly Maintenance		3						3
Prepare FAA Form 7460-1 Notice of Proposed Construction or Alteration (5)			1	5		2		8
Prepare Environmental Documented Catex Form - Relocate Connecting Taxiway, Beacon, Electrical Enclosure		1	4		12	2		19
National NAS Strategic Interruptions Service Level Agreement - Airport Sponsor Strategic Event Submission Form (1)		1		2				3
FAA Owned Equipment Coordination								
Disadvantaged Business Enterprise Program / 2023-2025 Multi-Year Goal		8		16				24
Face-to-Face required meeting / Public Comment		2		4				6
Race Neutral Goal Efforts - attend MDT Outreach Meetings in each State District		4		2				6
Design Report Update - Phase II		2		8		2		12
Construction Safety and Phasing Plan (OE/AAA) - (1 Phase)								
Safety Plan Compliance Document								
FAA Grant Amendment - Finalized Construction & Engineering Costs / ACIP Code Breakouts		4		4				8
Construction Management Plan			2	8				10
Annual (2) / Final FAA Form 425 Federal Financial Report		1		4				5
Annual (2) / Final FAA Form 271 Outlay Report and Requests for Reimbursement (RFR)		1		4				5
Airports External Portal (AEP) / Quarterly Performance Reports (4)		1		4				5
FAA Reimbursable Agreement - VGIS/PAPI's		2		1				3
FAA Flight Check & Coordination		4		4				8
Travel Time (1-SC, 1-PD)	1	1.2		1.2				2
Final Engineering Report / Closeout Documentation		8		60				68
Record Drawings		4		8		24		36
DBE Reporting (FAA Civil Rights) - Annual (2) / Final (2024 - 2026)		4						4
Capital Improvement Plan Update (4)								
Preparation & Attend Sponsor Meeting								
Travel Time								
Update Cost Estimates								
Sponsor Concurrence / Edits / Execution Coordination								
Total Person-Hours:	170.3	7	205.2	12	34	0	6	434.5
Total Labor Cost per Employee:	\$12,551.11	\$382.97	\$8,070.52	\$471.96	\$1,598.68	\$0.00	\$334.02	\$23,409.26
	16							

DIRECT EXPENSES

Subcontracted Services		\$0.00
Professional Fees (n/a)		\$0.00
Supplies		\$0.00
Mileage (16 x 70 miles roundtrip)	16	\$750.40
Business Meals		\$0.00
Telephone and Fax		\$0.00
Equipment (Computers, Survey Equipment, Etc...)		\$1,239.00
Per Diem (18 meals @ \$26/day (Dinner))	18	\$468.00
Printing		\$0.00
Miscellaneous		\$5.10
Total:		\$2,462.50

SUMMARY OF ENGINEERING SERVICES

Direct Labor	\$23,409.26
Overhead (1.67 x Direct Labor)	\$39,093.46
Subtotal Labor Cost:	\$62,502.72
Direct Expenses	\$2,462.50
Subtotal Project Costs:	\$64,965.22
Fixed Fee	\$9,744.78
Total Engineering Fee (Rounded):	\$74,710.00

TASK ORDER NUMBER FIVE
AGREEMENT TO FURNISH ENGINEERING SERVICES
to
BROADWATER COUNTY
for
IMPROVEMENTS TO TOWNSEND AIRPORT

DESIGN ENGINEERING – PHASE II

This Task Order provides for professional engineering services to be performed by Robert Peccia & Associates, Inc. (hereinafter the Engineer), for BROADWATER COUNTY (hereinafter the Owner), in accordance with Article 1 of the Agreement to Furnish Engineering Services to BROADWATER COUNTY, for Improvements to TOWNSEND AIRPORT, dated **July 18, 2022** (hereinafter the Agreement). All provisions of the Agreement are incorporated by reference. This Task Order represents an authorization to proceed with the scope of services, schedule, and compensation described herein. This Task Order, when executed by both parties, shall become a supplement to and part of the basic Agreement.

ARTICLE 1. SCOPE OF SERVICES

The Engineer agrees to furnish the following professional engineering services for *Design Engineering – Phase II* improvements to the Townsend Airport under AIP 3-30-0078-017-2024.

A. DESIGN ENGINEERING – PHASE II

1. Design – Site Inspections

It is planned to conduct a total of two (2) additional on-site inspections to aid the Engineer in final evaluation of surface drainage, earthwork and grading requirements, pavement connections, hangar connections, electrical improvements, demolition items, topographic survey information (supplementing data in isolated areas based on final design items), etc. These will be conducted / attended by all applicable members of the design team. Special conditions and airport-specific items will be reviewed at the airport for inclusion in the Plans & Specifications.

2. Geotechnical Investigations

The Engineer will enter into a written subcontract with a Geotechnical Engineering firm which has knowledge of FAA procedures in evaluating and designing airport asphalt pavements. This work will solely include supplementary geotechnical investigations, which were not included nor budgeted for within the preliminary engineering task order. The supplementary investigations and laboratory analyses are a result of the preliminary results obtained under a prior task order.

The Engineer will work with the subconsultant to determine the necessary supplementary testing scope that will provide sufficient design information at a reasonable cost. Big Sky Geotechnical, LLC, of Belt, Montana, has submitted a subcontract agreement which has been evaluated and determined to be reasonable. The total amount of the subcontract is **Six Thousand, Two Hundred Fifty-Five Dollars and Zero Cents (\$6,255.00)**, which has been included within this Task Order as a direct cost.

3. Surveying

The Engineer will collect supplemental topographic survey information necessary to complete final design items. The supplemental data will include additional data collection in runway threshold locations, realigned taxiway location, and a newly acquire, roughly 1.2-acre parcel that will be utilized in part for the primary windcone and segmented circle. It is anticipated that this work will be completed with a 1-person crew and capable of being completed with a single trip.

The collected survey data will require post-processing, quality control review, and conversion into the base map upon return to the office. Project specific data will be merged with publicly available data, including USGS quad maps and aerial photos.

4. Final Design Engineering and Construction Plans

The Engineer will prepare Construction Plans in accordance with established practices. These Construction Plans are intended to show information to the Contractor so reasonable, competitive bids can be obtained. The Construction Plans will be produced to represent accurately and clearly the proposed improvements and assist the Contractor in constructing the required improvements.

Final design is anticipated to include the following drawing sheets (11" x 17" only):

Some design items were covered within Design Phase I under AIP-014-2021 to 75% completion and are only budgeted within AIP-017-2024 to complete final design of these items (from 75% to 100%), while others are new items arising from the final Scope of Work determined by the Owner/FAA with those components being included in full (from 0% to 100%).

75% to 100% Design Items:

	Cover
G001	Project Layout and Survey Control
G002	Construction Safety and Phasing Plan
G003	Demolition
G200	Project Earthwork
G201 – G203	Typical Sections
G300 – G301	Civil Details
C100	Coordinate Table / Pavement Layout
C201 – C205	Runway Plan and Profile
C301 – C302	Taxiways Plan and Profile
C403	Apron Elevations
C500 – C501	Pavement Marking Plans and Details
E100 – E101	Lighting / signing / reflectors – <u>only minor adjustments anticipated</u>
C-303	Taxilane Plan and Profile
C-403	Apron Expansion Elevations
C502 – C503	Pavement Marking Plans

Complete Design Items (0% to 100%):

G204 – G205	Typical Sections (Realigned Partial Parallel & Connecting Taxiways)
C303	Taxiway Plan and Profiles w/ edge drains (Realigned Partial Parallel & Connecting Taxiways)
E102 – E109	Electrical Improvements Plans and Details (replace direct bury lighting system with “can and duct” – MIRL, MITL, guidance signs, windcone, supplemental windcone (non-lighted), beacon, and segmented circle.
E201 – E202	Precisions Approach Path Indicators to Electrical Layouts and Details
E301	Electrical Enclosure
E302 – E303	Electrical Vault Equipment and Grounding / Electrical Details
F100	Fencing Plan
F200	Fencing Details

The Precision Approach Path Indicator design will include verification / siting of the PAPI's in accordance with the Airport Layout Plan and Obstacle Clearance Surfaces and filing of VGSI data forms are included in this Task Order. FAA reimbursable agreement and flight check are budgeted for under a separate Task Order.

Up to fourteen (14) copies of the completed Construction Plans are included in this Task as Owner provided copies to be sent to the Owner, Airport, Airport Board, the FAA, and up to eight (8) copies to the selected Contractor following bidding. These will be submitted to the Owner within 30 days of Task Order approval. The associated costs for all copies made and distributed beyond the first fourteen (14), will be paid by the bidders as a non-refundable fee to the Engineer.

The Engineer will also make the Construction Plans available electronically, for free download and viewing by prospective Bidders, as well as uploading the electronic plan set to several Plans Exchanges throughout Montana. The electronic plan set availability will aim to increase Bidder interest in the project.

5. Final Contract Documents and Specifications – 75% to 100% Design

The Engineer will prepare and update technical specifications in accordance with established practices and the latest FAA Notices and Changes. These technical specifications are intended to provide detailed information to the Contractor so reasonable, competitive bids can be obtained. The documents will endeavor to provide clear instructions on what materials and construction practices are acceptable / required while attempting to protect the owner's interests and provide an acceptable product. Technical specifications will be produced and included in one bound Contract Documents booklet.

The Engineer will prepare Contract Documents in accordance with established practices and the latest FAA Notices and Changes based on the required contract provisions. These contract documents will include the Advertisement for Bids, Information for Bidders, Bid Proposal, Construction Contract, General Provisions, Special Provisions, Labor Provisions, current Davis Bacon Wage Rate Schedules, and required Closeout Documents. The Contract Documents will endeavor to provide protection to the Owner's interest while attempting to achieve an economical and serviceable product.

Note, significant changes were implemented through required Federal Contract Provisions on 11/17/2022 and most recently editorially updated on 05/24/2023, necessitating major changes from the 75% previously completed documents with the Advertisement for Bids, Information for Bidders, Bid Proposal, and Construction Contract. These were previously completed to 75% in order to have a “shovel read” project competing for funding in FY 2022 and 2023. Delays in Federal Funding have caused edits to previously completed work.

Up to fourteen (14) copies of the completed Contract Documents and Specifications are included in this Task as Owner provided copies to be sent to the Owner, Airport, Airport Board, the FAA, and up to eight (8) copies to the selected Contractor following bidding. These will be submitted to the Owner within 30 days of Task Order approval. The associated costs for all copies made and distributed beyond the first fourteen (14), will be paid by the bidders as a non-refundable fee to the Engineer.

The Engineer will also make the Contract Document and Specifications available electronically, for free download and viewing by prospective Bidders, as well as uploading the electronic plan set to several Plans Exchanges throughout Montana. The electronic plan set availability will aim to increase Bidder interest in the project.

6. Final Quantities and Engineer's Estimates

After completion of the design, construction plans, contract documents and specifications, the Engineer will complete final design quantity determinations and complete a final Engineer's Estimate. The Engineer's estimate will be completed prior to bid opening to help in evaluating reasonableness of the bids received.

7. QA/QC Review Meeting

In accordance with the Engineer's Quality Assurance / Quality Control (QA/QC) program all Design Reports, Construction Plans, Contract Documents, Specifications, Quantities, and Cost Estimates will be reviewed by two of the following three: the Project Manager, the Operations Manager, and/or Group or Assistant Group Manager (Senior Consultant). A "design team" review meeting will be held to aid in design clarifications and necessary revisions and edits. The program is to ensure that all products generated by the Engineer are developed under a systematic control process, in order to aid in elimination of possible errors and omissions.

ARTICLE 2. SCHEDULE

It is anticipated that those services listed above under Task Order Number Five are to be completed during the time period from February 2022 to April 2024.

ARTICLE 3. COMPENSATION

A. BUDGET

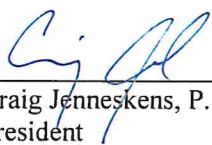
The budget for services described under Article 1, Scope of Services, Part A, *Design Engineering – Phase II*, shall be the lump sum amount of **Fifty-Nine Thousand, Two Hundred Ten Dollars and Zero Cents (\$59,210.00)** as shown on the attached Schedule of Estimated Costs.

DATED this _____ day of _____ 2024.

BROADWATER COUNTY

ROBERT PECCIA & ASSOCIATES, INC.

By: _____
Darrel Folkvord, Chairman
Broadwater County Commission

By:  _____
Craig Jenneskens, P. E.,
President



RPA PROJECT#: 20008.0

TASK ORDER #5 - DESIGN ENGINEERING - PHASE II

DIRECT LABOR

WORK ITEM/SUBTASK	SHEETS	TRIPS	SENIOR CONSULTANT \$73.70	PROJECT MANAGER \$54.71	PROJECT DESIGNER \$39.33	CADD DESIGNER \$47.02	STRUCTURAL ENGINEER \$70.58	SURVEYOR \$55.91	ADMIN. ASSISTANT \$27.31	ACCOUNTING \$55.67	TOTAL PERSON HOURS
Design Engineering											
Site Visit (2)				4		4	2				10
Travel (2 - SC, 2 - PD, 1-CD)		2	2.4			2.4	1.2				6
Supplemental Geotechnical Investigations											
Coordinate with Geotechnical Subconsultant / Supplemental Investigations			4			4	1				9
Review FAA req. & select testing required											0
Draft Boring Locations											0
Coordinate w/Owner regarding NOTAMS											0
Coordinate w/ Geotech: Supplemental Findings and Recommendations			4			4					8
Surveying											
Supplemental Topographic - realigned taxiway connector, newly acquired parcel for windcone / segmented circle						1	1		6		8
Travel (1 - SV-I)		1							1.2		1.2
Engineering Design (Construction Plan Sheets)											
75% to 100% Design Items											
Cover	1						0.5			0.5	1
Project Layout and Survey Control	1					1	1				2
CSPP, Closure Phasing & Details	1		0.5			1	2				4
Demolition	1		0.5			1	2				4
Earthwork	1		1			2	4				7
Typical Pavement Sections	2		0.5			2	4				7
Duct & Tiedown Details	1					1	1				2
Culverts & Drainage Details	1					1	1				2
Coordinate Table	1					1	2				3
Plan & Profiles	6		4			6	12				22
Apron elevations	1		1			2	4				7
Pavement Marking Plans	2					1	2				3
Lighting & Signing - demo, layout, details - (minor adjustments only)	1					1	2				3
AA #1: Taxiway B/E Plan and Profile	1		1			2	4				7
AA #2: Apron Expansion	1		1			2	4				7
AA #1 & #2: Pavement Markings	2					1	1				2
0 to 100% Design Items											
Typical Pavement Sections - New Taxiway	2		2			2	4				8
Relocated Taxiway A2 - Plan and Profile w/ Edge Drains	1		2			4	12				18
Electrical improvements (MRL/MITL, Signs, Primary Windcone, Semented Circle, Beacon, Supplemental Wind Cone) - Plans and Electrical improvements (PAPI's 17&35), including siting / OCS / VGSI Forms - Plans and Details	8		4			8	24				36
Electrical improvements (Electrical Enclosure and Enclosure Equipment) - Plans and Details	3		4			4	12				20
Perimeter Fencing Plan and Details	2		1			2	6				9
Contract Documents & Specifications (75% to 100%)											
Construction Plan Set Development & Production				8		24					32
Final Quantities and Engineer's Estimate						1	2		8		11
QA/QC & Review Meeting - Principal, PM, PD, and CADD Designer			2			12	12				26
			12			2	2				16
Total Person-Hours:			62.9	0	103.4	133.7	0	7.2	8.5	0	315.7
Total Labor Cost per Employee:			\$4,635.73	\$0.00	\$4,066.72	\$6,286.57	\$0.00	\$402.55	\$232.14	\$0.00	\$15,623.71
	42	3									

DIRECT EXPENSES

Subcontracted Services		\$6,255.00	Supplemental Geotechnical Investigations - Big Sky Geotechnical, LLC.								
Professional Fees (n/a)		\$0.00									
Supplies		\$0.00									
Mileage(3 x 70 miles roundtrip)	3	\$140.70									
Business Meals		\$0.00									
Equipment (Computers, Survey Equipment, Etc...)		\$1,758.00									
Per Diem (6 days - lunch @ \$15/day)	6	\$90.00									
Printing (Contract Documents, Specifications, Plans, Misc.) - 14 Sets		\$1,527.00									
Miscellaneous		\$0.95									
Total:		\$9,771.65									

SUMMARY OF ENGINEERING SERVICES

Direct Labor	\$15,623.71
Overhead (1.67 x Direct Labor)	\$26,091.60
Subtotal Labor Cost:	\$41,715.31
Direct Expenses	\$9,771.65
Subtotal Project Costs:	\$51,486.96
Fixed Fee	\$7,723.04
Total Engineering Fee (Rounded):	\$59,210.00

TASK ORDER NUMBER SIX
AGREEMENT TO FURNISH ENGINEERING SERVICES
to
BROADWATER COUNTY
for
IMPROVEMENTS TO TOWNSEND AIRPORT

BIDDING AND CONSTRUCTION ADMINISTRATION

This Task Order provides for professional engineering services to be performed by Robert Peccia & Associates, Inc. (hereinafter the Engineer), for BROADWATER COUNTY (hereinafter the Owner), in accordance with Article 1 of the Agreement to Furnish Engineering Services to BROADWATER COUNTY, for Improvements to the TOWNSEND AIRPORT, dated **July 18, 2022** (hereinafter the Agreement). All provisions of the Agreement are incorporated by reference. This Task Order represents an authorization to proceed with the scope of services, schedule, and compensation described herein. This Task Order, when executed by both parties, shall become a supplement to and part of the basic Agreement.

ARTICLE 1. SCOPE OF SERVICES

The Engineer agrees to furnish the following professional engineering services in connection with *Bidding and Construction Administration* services for improvements to the Townsend Airport under AIP 3-30-0078-017-2024.

It is anticipated that this project will require a combination of Non-Primary Entitlement, Bipartisan Infrastructure Law, State Apportionment, and Discretionary and/or Supplemental Discretionary Funding. With delays on multiple types of funding, it is not anticipated for construction to begin until calendar year 2025. Direct labor rates have been increased based upon estimated inflationary costs.

A. BIDDING AND CONSTRUCTION ADMINISTRATION

1. Bidding Administration

a. Prepare and Submit Advertisements

Various advertisements and distributions of materials are required throughout the project – particularly during the bidding phase. The Engineer will prepare the necessary bidding advertisements and distribute documents as required and per established guidelines. The actual publication cost for these advertisements is an Owner responsibility that is FAA eligible under the project.

b. Assist with Bidding Process

The Engineer will assist the Owner in obtaining competitive bids, and in administering the contract award process. The Engineer will collect a list of potential bidders and mail / email invitation to bids to those able or likely to bid on the project. The Engineer will distribute plans and specifications to agencies, plan exchanges, and interested parties, and maintain an updated record of plan holders.

Interested parties will be encouraged to contact the Engineer by phone or email with questions. Additionally, an on-site “prebid” meeting will be held. The meeting will provide a detailed project description, site visit, as well as a question-and-answer session. The meeting will require advance preparation, travel for Senior Consultant, Project Design, and Resident Project Representative (RPR), and production and distribution of meeting minutes following the meeting.

During advertising, the Engineer will issue Addenda to clarify, correct, or change the Contract Documents, as appropriate.

The Engineer will conduct the Bid Opening at the Broadwater County Courthouse, in Townsend, MT. Following the Bid Opening, the Engineer will summarize and tabulate the bids. Any mathematical error will be identified and brought to the attention of the Owner.

c. Recommendation of Award

The Engineer will conduct a pre-award meeting via teleconference with the apparent low bidder. The telephone meeting will help assure the low bidder is aware of the contract requirements (including Buy American requirements), has the skilled staffing/capacity to complete the project as required, collect a listing of proposed subcontractors to be utilized, and discuss the Bidder's interpretation of the Contract Documents, Plans, and Specifications.

The Engineer will review public databases to assure the Contractor and all proposed Subcontractors (>\$25,000) are not debarred, suspended, or otherwise restricted in completing the work, by reviewing the Federal System for Award Management (SAM), and the Montana Department of Labor & Industry suspended contractor listing.

The Engineer will then prepare a Recommendation of Award for the Owner's review / concurrence. Included in the Recommendation of Award will be revised financials for the complete project, including Federal Funding (NPE, BIL, State Apportionment, and Discretionary), and local share (split with breakouts showing Montana Aeronautics grants and loans).

2. Construction Administration

a. Inspection Diary & Document Preparation

The Engineer will collect contact information for the Owner, Contractor (and their primary Subcontractors), FAA, utilities, and emergency services and compile them into an "Emergency" Contact list. Forms for recording construction activities, companies on-site, work hours, weather, daily safety checklist and critical activities will be prepared and bound into a "Construction Diary" for the Resident Project Representative (RPR) to maintain while inspecting. The diary will follow the recommendations / requirement contained in FAA AC 150/5370-12.

The assigned RPR will also review all plans and specifications in advance of pre-construction conferences, to familiarize themselves with all aspects of the project. This will include full review of all Construction Plans, Specifications, Special Provisions, bid items, and financials. The RPR will coordinate with the Senior Consultant, Project Manager, and Project Designer to obtain understanding of the project intents.

b. Construction Administration

The Engineer will prepare construction contracts and bonds, review Contractor's insurance for conformance with the specifications, and issue Notice to Proceed for the Owner. All documents will be routed for signature by the Owner and Contractor, compiled, and bound into copies for the Owner, FAA, Contractor, and RPA.

Prior to construction, the Engineer will coordinate, schedule and conduct a Pre-Construction Conference for all involved parties to participate in discussions of construction scheduling, safety, and job site responsibilities and requirements. The meeting is planned to be held on-site and will include the Senior Consultant, Project Designer, and RPR. The meeting will require advance planning and preparation of hand-out material, travel, and production and distribution of meeting minutes as well as the actual meeting time.

The Engineer will coordinate project scheduling and review progress; coordinate with the Resident Project Representative(s), Contractor, Subcontractors, FAA, and Owner; provide timely engineering decisions on construction activities; provide engineering design interpretations that affect a plan / design / specification change; aid in settling any disputes; provide other administrative duties; and in general act as the Owner's representative during construction. The RPR will have daily contact with the Senior Consultant, Project Manager, and Project Designer, as applicable to help provide design and specification interpretations and continual efforts towards Quality Assurance.

For weeks during which construction takes place, the Engineer will prepare weekly *Construction Progress and Inspection Reports*, in accordance with FAA Form 5370-1, and facilitate their transmission to the FAA, Owner, and Contractor. A total of fourteen (14) weekly reports are anticipated for this project.

The Engineer will review and approve all required submittals for construction materials and testing. The Engineer will return submittals to the Contractor, submittals will either be approved, returned for correction, or exceptions noted. The Engineer will keep a complete log of submittals completed and required for submission. As part of the submittal review, the Engineer will monitor "Buy American" compliance in accordance with Title 49 U.S.C Section 50101 and the Program Guidance Letter 10-02, dated February 24, 2010. The Buy American review will include "pre-award" review and coordination of any required waivers for items that do not meet the 100% manufactured and 100% final assembly requirement(s). It will be the responsibility of the Contractor to complete the necessary waivers for review by the Engineer and submittal to and approval by the FAA.

The Engineer will review Certified Payrolls submitted by all Contractors working on the project. The Engineer will verify that wage rates and worker classifications are correct as certified by the Contractor. The Contractor is ultimately responsible and will complete a certification that the employees are being classified and paid appropriately. Certified Payrolls will be reviewed against with Federal Davis Bacon Wage Rates and Montana Prevailing Wage Rates.

The Engineer will coordinate with the Contractor in order to establish interim and final pay requests for consideration by the Owner and FAA. The Contractors' pay requests will be prepared by the Engineer and routed for approval and signature. Prior to completing the Final Pay Request, the Engineer will verify payments and collect cancelled warrants. Following this verification, and completion of all closeout and final report activities, the final pay request will be developed, routed for signature, and processed with the FAA. Six (6) Contractor pay requests are anticipated as part of this project.

c. Final Inspection

The Engineer shall schedule and make final inspections of the substantially completed project with the Contractor and representatives of the Owner and the FAA, should they choose to attend. It is planned to have the Senior Consultant, Project Designer, and Resident Project Representative attend the final inspection. To keep Contractor and Engineer's costs reasonable, this final inspection will be scheduled immediately to follow final paving and completion of the preliminary punchlist items. The Resident Project Representative will also attend the meeting, but travel and associated time are budgeted for under a separate Task Order(s).

The Engineer will prepare a closeout punch list and verify that the Contractor completes all items before final payment is approved. This closeout process includes requiring the Contractor to submit all required closeout documents, including: Affidavit on Behalf of Contractor, Compliance Letter, Affidavit of Amounts Paid DBE Participants, Consent of Survey Company to Final Payments, Contractor's Certificate of Completion, Certificate of Substantial Completion, and Unconditional Waiver and Release on Payment

(for the Prime Contractor and all Subcontractors, verifying the Prime Contractors payments to their Subcontractors).

ARTICLE 2. SCHEDULE

It is anticipated that those services listed above under Task Order Six are to be completed during the time period from July 2024 to December 2025.

It is anticipated that this project will require a combination of Non-Primary Entitlement, Bipartisan Infrastructure Law, State Apportionment, and Discretionary and/or Supplemental Discretionary Funding. With delays on multiple types of funding, it is not anticipated for construction to begin until calendar year 2025. Direct labor rates have been increased based upon estimated inflationary costs.

ARTICLE 3. COMPENSATION

A. BUDGET


The budget for services described under Article 1, Scope of Services, Part A, *Bidding and Construction Administration*, shall be the lump sum amount of **Sixty-Nine Thousand, Seven Hundred Eighty Dollars and Zero Cents (\$69,780.00)** as shown on the attached Schedule of Estimated Costs.

DATED this _____ day of _____ 2024.

BROADWATER COUNTY

ROBERT PECCIA & ASSOCIATES, INC.

By: _____
Darrel Folkvord, Chairman
Broadwater County Commission

By:  _____
Craig Jenneskens, P. E.,
President



RPA PROJECT#: 20008.0

TASK ORDER #6 - BIDDING AND CONSTRUCTION ADMINISTRATION

DIRECT LABOR

WORK ITEM / SUBTASK	Trips to SUG	SENIOR	PROJECT	RPR	PROJECT	CADD	ADMIN.	ACCOUNTING	TOTAL
		CONSULTANT	MANAGER		DESIGNER	DESIGNER	ASSISTANT		PERSON
		\$76.28	\$56.62	\$38.71	\$40.71	\$48.67	\$28.27	\$57.62	HOURS
Rates have been adjusted 3.5% for anticipated 2025 adjustments.									
Bidding Administration									
Prepare and Submit Advertisements			1		2				3
Assist with Bidding Process									
Collect and Distribute an Invitation to Bid List			1		4				5
Produce and Maintain a Planholders List					1		2		3
Answer Pre-bid Questions by Phone / Email			8		12	2			22
Pre-bid Conference - Prepare & Conduct / Produce & Distribute Minutes			4		2	6			12
Travel Time (1-SC, 1-PD, 1-RPR)	1	1.2		1.2	1.2				4
Produce & Distribute Addenda - as necessary			1		2	1			4
Bid-Opening									
Produce Forms, Review Bids, Produce & Distr. Bid Tabulations			2		8				10
Travel Time (1-SC, 1-PD)	1	1.2			1.2				2
Recommendation of Award			2		4				6
Debarment / SAM Verification - Contractor & Subcontractors					4				4
Construction Administration									
Inspection Diary & Document Preparation			4	24	4		2		34
Construction Administration									
Executed Contracts, Bonds, Insurance, Notice to Proceed, Etc.			2		12				14
Preconstruction Conference / Preparation / Minutes			4	4	8				16
Travel Time (1-SC, 1-RPR, 1-PD)	1	1.2		1.2	1.2				3.6
Construction Management and Design Interpretations			4	8		4			16
Phone Calls w/ Resident Engineer, Contractor, FAA and Owner			24		67				91
Weekly Progress Reports (14)			7		14				21
Submittal Review			8	80					88
Buy American Conformance / Waiver(s)			1	4					5
Certified Payroll Review			2	30					32
Produce and Review Contractors' Pay Applications (6)			6		6			6	18
Cancelled Warrant Tracking and Documentation			1					2	3
Final Inspection			6	6	6				18
Travel Time (1-SC, 1-RPR, 1-PD)	1	1.2		1.2	1.2				3.6
Develop and Monitor Punchlist			2	8	4				14
Contractor Closeout Documentation			2	4	1				7
Total Person-Hours:		96.8	8	165.6	169.8	7	4	8	459.2
Total Labor Cost per Employee:		\$7,383.90	\$452.96	\$6,410.38	\$6,912.56	\$340.69	\$113.08	\$460.96	\$22,074.53

DIRECT EXPENSES

Subcontracted Services		\$0.00
Professional Fees (n/a)		\$0.00
Supplies		\$0.00
Mileage	4	\$187.60
Business Meals		\$0.00
Telephone and Fax		\$0.00
Equipment (Computers, Survey Equipment, Etc...)		\$1,180.00
Per Diem (11 days - lunch @ \$15/day)	11	\$165.00
Printing		\$200.00
Miscellaneous		\$6.66
Total:		\$1,739.26

SUMMARY OF ENGINEERING SERVICES

Direct Labor	\$22,074.53
Overhead (1.67 x Direct Labor)	\$36,864.47
Subtotal Labor Cost:	\$58,939.00
Direct Expenses	\$1,739.26
Subtotal Project Costs:	\$60,678.26
Fixed Fee	\$9,101.74
Total Engineering Fee (Rounded):	\$69,780.00

**TASK ORDER NUMBER SEVEN
AGREEMENT TO FURNISH ENGINEERING SERVICES
to
BROADWATER COUNTY
for
IMPROVEMENTS TO TOWNSEND AIRPORT**

CONSTRUCTION MANAGEMENT – SERVICES DURING CONSTRUCTION

This Task Order provides for professional engineering services to be performed by Robert Peccia & Associates, Inc. (hereinafter the Engineer), for BROADWATER COUNTY (hereinafter the Owner), in accordance with Article 1 of the Agreement to Furnish Engineering Services to BROADWATER COUNTY, for Improvements to the TOWNSEND AIRPORT, dated **July 18, 2022** (hereinafter the Agreement). All provisions of the Agreement are incorporated by reference. This Task Order represents an authorization to proceed with the scope of services, schedule, and compensation described herein. This Task Order, when executed by both parties, shall become a supplement to and part of the basic Agreement.

ARTICLE 1. SCOPE OF SERVICES

The Engineer agrees to furnish the following professional engineering services in connection with *Construction Management – Services During Construction* services for improvements to the Townsend Airport under AIP 3-30-0078-017-2024.

It is anticipated that this project will require a combination of Non-Primary Entitlement, Bipartisan Infrastructure Law, State Apportionment, and Discretionary and/or Supplemental Discretionary Funding. With delays on multiple types of funding, it is not anticipated for construction to begin until calendar year 2025. Direct labor rates have been increased based upon estimated inflationary costs.

A. CONSTRUCTION MANAGEMENT – SERVICES DURING CONSTRUCTION

1. Project Startup / Coordination / Inspection

The Engineer will coordinate with the Contractor and Owner, and work as the go-between for the Contractor, Owner, and FAA, keeping each informed of the construction activities.

The Engineer will produce and maintain a construction diary with a format that makes it easy to track work in progress, quality and quantity of materials delivered, test locations and results, instructions provided to the Contractor, weather conditions, equipment use, labor requirements, safety problems, and changes required. The daily logs will also fully document the Contractor's performance in complying with: 1) Technical Standards in accordance with AC 150/5370-12; 2) applicable Contract Requirements in accordance with 2 CFR part 200 and FAA Order 5100.38; and 3) Construction safety and phasing plan measures in accordance with AC 150/5370-2.

The Engineer will provide the Owner, Contractor, and Subcontractors working on site an “emergency contact” sheet with phone numbers for the Engineer, Owner, Contractors, FAA, and local emergency services.

The Engineer will aid in settling any disputes; provide other administrative duties; and in general act as the Owner's representative during construction. The Engineer will assign a Resident Project Representative (RPR) to act as the construction observer for the project. This Representative will be on-site during the stages of all construction activity and will observe the Contractor's performance in

comparison to plans and specifications. The Project Manager will be in daily contact with the RPR, discussing scheduled project work activities with particular emphasis on design interpretations, FAA requirements, safety, testing requirements, material submittal conformance, etc. The construction is not anticipated to exceed **Ninety (90) calendar days**. **RPR time is anticipated not to exceed sixteen (16) trips and sixty-seven (67) workdays on-site.**

Project Specifications will stipulate that the RPR has been budgeted to work 50-hour weeks (10-hour workdays) throughout the contract period, plus an additional time has been budgeted for paperwork and off-site RPR duties (estimated 1-hour per day).

The Senior Consultant / Project Manager is budgeted to make a minimum of **eight (8) trips** to the site during the most critical phases of the project. This shall include, at a minimum, excavation and subgrade preparation, pulverization of existing pavements, the base course placement and compaction, and hot mix asphalt placement, providing the additional oversight necessary in this most critical phase(s) of the project.

Should the Contractor decide to do work requiring observation beyond those hours, the Engineer will request liquidated damages for unscheduled employment of the Engineer. Additionally, if the scope of work changes significantly enough to warrant an extension of time for the Contractor, the Engineer will negotiate an additional Task Order with the Owner for additional compensation for time and expenses.

Nuclear densometer testing of the subgrade soils and aggregate courses will be included in the RPR's duties. The RPR's will not be responsible for nuclear densometer testing of the asphalt placement.

2. Coordinate with Materials Testing Laboratory

The Engineer will coordinate with a Materials Testing Laboratory for quality assurance testing. The Engineer will evaluate the lab's testing results, notify the Contractor of all results and calculate payment to the Contractor per the FAA P-403 Technical Specification.

The Engineer will negotiate and enter a written subcontract with an ASTM D3666-Accredited Materials Testing firm that has knowledge of FAA procedures in P-403 Asphalt Mix Pavement materials testing. As stipulated in Technical Specification P-403, the Contractor is required to hire their own Quality Control (QC) materials testing. QC testing is not included nor budgeted for under this Task Order. The total amount of the subcontract is **\$22,477.00**.

3. Coordinate with Materials Testing Laboratory

The Engineer will coordinate with a qualified geotechnical engineer to provide site visits, on-site testing, and laboratory testing, primarily associated with subgrade strength/properties identification. During design and initial geotechnical investigations, the geotechnical engineer identified a highly variable subgrade with subgrade strength, moisture, and frost susceptibility throughout the site. The design intent and Construction Plans utilized two different pavement sections in efforts to reduce costs. It will be imperative to be able to identify the differences in these materials during construction / excavation and prior to placement of the specified pavement section.

The Engineer will negotiate and enter a written subcontract with a qualified geotechnical engineer having specific knowledge of the project site, design intents, and applicable material laboratory testing. The total amount of the subcontract for two (2) site visits during excavation critical time periods is **\$6,600.00**.

ARTICLE 2. SCHEDULE

It is anticipated that those services listed above under Task Order Number Seven are to be completed during the time period from July 2024 to October 2025.

It is anticipated that this project will require a combination of Non-Primary Entitlement, Bipartisan Infrastructure Law, State Apportionment, and Discretionary and/or Supplemental Discretionary Funding. With delays on multiple types of funding, it is not anticipated for construction to begin until calendar year 2025. Direct labor rates have been increased based upon estimated inflationary costs.

ARTICLE 3. COMPENSATION

A. BUDGET


The budget for services described under Article 1, Scope of Services, Part A, *Construction Management – Services During Construction*, shall be on a Cost-Plus-Fixed-Fee basis not to exceed the amount of **One Hundred Sixty-Eight Thousand, Five Hundred Fifty Dollars and Zero Cents (\$168,550.00)** as shown on the attached Schedule of Estimated Costs.

DATED this ____ day of _____ 2024.

BROADWATER COUNTY

ROBERT PECCIA & ASSOCIATES, INC.

By: _____
Darrel Folkvord, Chairman
Broadwater County Commission

By:  _____
Craig Jenneškens, P. E.,
President

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ROBERT PECCIA & ASSOCIATES, INC.
ENGINEERING SERVICES CONTRACT
SCHEDULE OF ESTIMATED COSTS

TOWNSEND AIRPORT IMPROVEMENT PROJECT
A.I.P. 3-30-0078-017-2024

RPA PROJECT#: 20008.0

TASK ORDER #7 - SERVICES DURING CONSTRUCTION

	Trips to aUB	PERSON HOURS					TOTAL PERSON HOURS
		SENIOR CONSULTANT \$76.28	PROJECT MANAGER \$56.62	RPR \$38.71	PROJECT DESIGNER \$40.71	CADD DESIGNER \$48.67	
Rates have been adjusted 3.5% for anticipated 2025 adjustments.							
Project Startup / Coordination / Construction Observation (90 calendar days)		48		737		4	789
Travel Time (16-RPR, 8-SC)	22	7.2		19.2			26.4
Coordinate with Materials Testing Laboratory		2			4		6
Subcontract Agreement - solicitation / subcontract / invoice processing		1			2	1	4
Coordinate with Geotechnical Engineer		2			4		6
Subcontract Agreement - solicitation / subcontract / invoice processing		1			2	1	4
TOTAL PERSON-HOURS:	22	61.2	0	756.2	12	6	835.4
LABOR COST PER EMPLOYEE:		\$4,668.34	\$0.00	\$29,272.50	\$488.52	\$292.02	\$34,721.38

DIRECT EXPENSES

Subcontracted Services - Geotechnical Engineer Site Visits (2 Estimated)		\$6,600.00	BIG SKY SUBSURFACE, LLC.
Subcontracted Services - P-403QA Materials Testing Laboratory (8 Lots)		\$22,477.00	Boesh Engineering & Testing, P.L.L.C. (ESTIMATED)
Mileage	22	\$1,031.80	
Per Diem (8 Meals - Lunch only @ \$15/day)	8	\$222.00	
Per Diem (67 Full Day w/ Lodging @ \$166/day)	67	\$11,122.00	
Telephone, Postage and Fax		\$0.00	
Equipment (Computers, Office, Etc...)		\$0.00	
Equipment (Survey Equipment & Nuclear Densometer)		\$12,300.00	
Supplies (Stakes, Lathe, Paint, etc.)		\$100.00	
Printing		\$0.00	
Misc.		\$6.34	
Total:		\$53,859.14	

SUMMARY OF ENGINEERING SERVICES

Direct Labor	\$34,721.38
Overhead (1.67 X Direct Labor)	\$57,984.70
Subtotal Labor Cost:	\$92,706.08
Direct Expenses	\$53,859.14
Subtotal Project Costs:	\$146,565.22
Fixed Fee	\$21,984.78
Total Engineering Fee (Rounded):	\$168,550.00

TASK ORDER NUMBER EIGHT
AGREEMENT TO FURNISH ENGINEERING SERVICES
to
BROADWATER COUNTY
for
IMPROVEMENTS TO TOWNSEND AIRPORT

AIRPORT LAYOUT PLAN (ALP) UPDATE

This Task Order provides for professional engineering services to be performed by Robert Peccia & Associates, Inc. (hereinafter the Engineer), for BROADWATER COUNTY (hereinafter the Owner), in accordance with Article 1 of the Agreement to Furnish Engineering Services to BROADWATER COUNTY, for Improvements to TOWNSEND AIRPORT, dated **July 18, 2022** (hereinafter the Agreement). All provisions of the Agreement are incorporated by reference. This Task Order represents an authorization to proceed with the scope of services, schedule, and compensation described herein. This Task Order, when executed by both parties, shall become a supplement to and part of the basic Agreement.

ARTICLE 1. SCOPE OF SERVICES

It is anticipated that this project will require a combination of Non-Primary Entitlement, Bipartisan Infrastructure Law, State Apportionment, and Discretionary and/or Supplemental Discretionary Funding. With delays on multiple types of funding, it is not anticipated for construction to begin until calendar year 2025. Direct labor rates have been increased based upon estimated inflationary costs.

The Engineer agrees to furnish the following professional engineering services in connection with the *Airport Layout Plan (ALP) Update* for improvements to TOWNSEND AIRPORT. The revision will include documentation of as-built conditions, airspace review, and general revisions for current standards. The anticipated improvements affecting the existing airport layout plan include:

1. Reconstruct Runway 17-35 and Runway Turnaround;
2. Reconstruct Connecting and Partial Parallel Taxiways;
3. Reconstruct Apron and Taxilanes;
4. Install Drainage Improvements (Subsurface Edge Drains and Culverts);
5. Install Electrical Improvements – electrical vault and vault equipment, MIRL, MITL, PAPI's, and guidance signs;
6. Install Lighted Primary Wind Cone;
7. Install Supplemental Wind Cone
8. Install Beacon and Tip-Down Pole;
9. Construct Segmented Circle;
10. Construct Connecting Taxiway;
11. Construct Hangar Access Taxilane; and
12. Construct Apron Expansion.
13. New ADIP/AGIS data.

A. Review Airspace Limitations

Objective:

Update ALP with current FAA guidance, including updated connecting taxiway/apron configuration, hangar access taxilane footprint(s), while maintaining the “future and ultimate” conditions and airspace.

This ALP information will additionally be supplemented by the as-built survey, aerial imagery, and obstruction analysis completed under separate tasks.

The ALP efforts will be extensive as the current ALP was last updated in 2010, and the Airport has significant penetrations within the “ultimate” runway conditions. Penetrations include multiple trees, roadways, utilities, and fairground buildings; however, the airport wishes to continue to protect for this ultimate condition to ensure additional obstructions are not built that may prevent the airport from expanding in ultimate conditions (anticipated to be more than 20+ years in future). The number of penetrations will require multiple ALP sheets to add in clarity between existing, future, and ultimate conditions.

ALP primary considerations / goals:

- Existing – A/B-I / utility / visual runway;
- Future – A/B-I / utility / 1-mile NPI runway; and
- Ultimate – A/B-II / other than utility (large) / 1-mile NPI extended and widened runway. 1000’ Runway 17 extension, and widening to 75’, resulting in 5000’ x 75’ primary runway.

Tasks:

1. Review airspace adjacent to the airport in accordance with FAA regulations Part 77 "Objects Affecting Navigable Airspace".
2. Review airspace adjacent to the airport in accordance with FAA Advisory Circular 150/5300-13B.
3. Implement changes associated with construction project, obtained through ADIP/AGIS data collection, and in accordance with the Airports goals/priorities.

B. Airport Layout Plan Update

Objective:

Revise the Airport Layout Plan (ALP) per the as-built conditions and incorporate current FAA standards and checklists ARP SOP No. 200 and 300 (49 total page checklists).

The ALP will be developed in accordance with current FAA format and requirements, anticipated to consist of fourteen (14) sheets.

Tasks:

1. ALP Overall Plan Sheet;
2. Airport Data Sheet;
3. 14 CFR Part 77 Airport Airspace Drawing;
4. Runway 17-35 Existing/Future Airport Airspace Profiles;
5. Runway 17-35 Ultimate Airport Airspace Profiles;
6. Runway 17 Inner Existing/Future Approach Surface Drawing;
7. Runway 17 Inner Ultimate Approach Surface Drawing;
8. Runway 35 Inner Existing/Future Approach Surface Drawing;
9. Runway 35 Inner Ultimate Approach Surface Drawing;
10. Runway 17-35 Existing/Future Departure Surface Drawing;
11. Runway 17-35 Ultimate Departure Surface Drawing;
12. Terminal Area Drawing (Apron and Hangar Area Layout), including revisions to ultimate layout(s); and
13. Revise Airport Property Map – Exhibit “A” Drawing;
14. Complete Checklists ARP SOP No. 200 and 300; and

C. Airport Layout Plan Narrative Report

Prepare FAA required Airport Layout Plan Narrative Report in accordance with SOP No. 2.00. Narrative Report shall include the following items.

Tasks:

1. Executive Summary of proposed future/ultimate changes to the Airport Layout Plan, including a plan/timeline.
2. Basic Aeronautical Forecasts with annual total, itinerant, critical aircraft operations, as well as based aircraft and annual instrument approaches.
3. Alternatives/Proposed Development Items.
4. Modifications to Standards – none anticipated.
5. Obstruction Surface descriptions.
6. Runway Protection Zone descriptions, and existing / proposed uses.
7. Development Summary
8. Wildlife Hazard Management Issues Review – does not include a wildlife hazard study or site visit.
9. Preliminary Identification of Environmental Features
10. Note any Action Items from Runway Safety Program Office – none anticipated.
11. ~~Declared Distances~~ (N/A).

ARTICLE 2. SCHEDULE

It is anticipated that those services listed above under Task Order Number Eight are to be completed during the time period from December 2024 to December 2025.

It is anticipated that this project will require a combination of Non-Primary Entitlement, Bipartisan Infrastructure Law, State Apportionment, and Discretionary and/or Supplemental Discretionary Funding. With delays on multiple types of funding, it is not anticipated for construction to begin until calendar year 2025. Direct labor rates have been increased based upon estimated inflationary costs.

ARTICLE 3. COMPENSATION

A. BUDGET

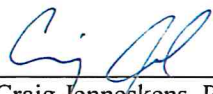
The budget for services described under Article 1, Scope of Services, Part A, *Airport Layout Plan (ALP) Update*, shall be the lump sum amount of **Sixty-Three Thousand, Three Hundred Ten Dollars and Zero Cents (\$63,310.00)** as shown on the attached Schedule of Estimated Costs.

DATED this _____ day of _____ **2024**.

BROADWATER COUNTY

ROBERT PECCIA & ASSOCIATES, INC.

By: _____
Darrel Folkvord, Chairman
Broadwater County Commission

By:  _____
Craig Jennekens, P. E.,
President



ROBERT PECCIA & ASSOCIATES, INC.
ENGINEERING SERVICES CONTRACT
SCHEDULE OF ESTIMATED COSTS

TOWNSEND AIRPORT IMPROVEMENT PROJECT
A.I.P. 3-30-0078-017-2024

RPA PROJECT# : 20008.0

TASK ORDER #8- AIRPORT LAYOUT PLAN

DIRECT LABOR

WORK ITEM / SUBTASK	SHEETS	TRIPS	SENIOR CONSULTANT \$76.28	PROJECT MANAGER \$56.62	ENVIRON. PLANNER \$40.71	CADD DESIGNER \$48.67	ADMIN. ASSISTANT \$28.27	ACCOUNTING \$57.62	TOTAL PERSON HOURS
Rates have been adjusted 3.5% for anticipated 2025 adjustments.									
Update Airport Layout Plan									
Review Airspace Limitations						4	8		12
Airport Layout Plan									0
Cover	1				1		2		3
Airport Layout Plan Drawing (Overall Plan Sheet)	1		1		4		4		9
Airport Data Sheet	1		4		6		12		22
14 CRF Part 77 Airport Airspace Drawing	1		4		6		24		34
Runway 17/35 Existing/Future Airport Airspace Profiles	1		4		6		24		34
Runway 17/35 Ultimate Airport Airspace Profiles	1		4		6		24		34
Runway 17 Inner Existing Approach Surface Drawing	1		4		6		24		34
Runway 17 Inner Ultimate Approach Surface Drawing	1		2		4		16		22
Runway 35 Inner Existing Approach Surface Drawing	1		2		4		16		22
Runway 35 Inner Ultimate Approach Surface Drawing	1		2		4		16		22
Runway 17-35 Existing/Future Departure Surfaces Drawing	1		2		4		12		18
Runway 17-35 Ultimate Departure Surfaces Drawing	1		2		4		12		18
Terminal Area Plan (Apron Area Layout)	1		2		4		16		22
Revise Existing Exhibit "A" Airport Property Inventory Map	1		2		2		8		12
ALP Narrative Report									0
Executive Summary			1		1		4		6
Basic Aeronautical Forecasts			2		2		8		12
Alternatives/Proposed Development			2		2		4		8
Modifications to Standard									
Obstruction Surfaces (14 CFR Part 77 and Threshold Siting Surface)			2		2		4		8
Runway Protection Zone			2		2		4		8
Development Summary for Stages of Construction			1		1		2		4
Shadow of Line-Of-Sight Study for Towered Airports									
Letters of Coordination with all Lovers of Government, as Needed									
Wildlife Hazard Management Issues Review			1		1		2		4
Preliminary Identification of Environmental Features			1		8		2		11
Note Action Items from Runway Safety Program Office									
Declared Distances									
ALP Checklists - ARP SOP No. 200 & 300			1		2		4		7
Airspace Memo - documenting all changes									
Production & Distribution of ALP Sets including Electronic Signatures / Routing					1		4		5
Total Person-Hours:			48	0	87	256	0	0	391
Total Labor Cost per Employee:	14	0	\$3,661.44	\$0.00	\$3,541.77	\$12,459.52	\$0.00	\$0.00	\$19,662.73

DIRECT EXPENSES

Subcontracted Services		\$0.00
Professional Fees (n/a)		\$0.00
Supplies (Quads, BLM notes, Survey Supplies, Plotting, Fees Etc.)		\$0.00
Mileage	0	\$0.00
Business Meals		\$0.00
GPS Equipment	0	\$0.00
Equipment (Computers, Etc...)		\$2,130.00
Per Diem (Full Day - Meals Only @ \$59/day)	0	\$0.00
Per Diem (Full Day @ \$166/day)	0	\$0.00
Printing (ALP Half-Size Draft, ALP Full-Size Final (5), Checklists, Misc.)		\$420.00
Miscellaneous		\$2.68
Total:		\$2,552.68

SUMMARY OF ENGINEERING SERVICES

Direct Labor	\$19,662.73
Overhead (1.67 x Direct Labor)	\$32,836.76
Subtotal Labor Cost:	\$52,499.49
Direct Expenses	\$2,552.68
Subtotal Project Costs:	\$55,052.17
Fixed Fee	\$8,257.83
Total Engineering Fee (Rounded):	\$63,310.00

TASK ORDER NUMBER NINE
AGREEMENT TO FURNISH ENGINEERING SERVICES
to
BROADWATER COUNTY
for
IMPROVEMENTS TO TOWNSEND AIRPORT

ADIP/AGIS DATA COLLECTION – Instrument Procedure Development

This Task Order provides for professional engineering services to be performed by Robert Peccia & Associates, Inc. (hereinafter the Engineer), for BROADWATER COUNTY (hereinafter the Owner), in accordance with Article 1 of the Agreement to Furnish Engineering Services to BROADWATER COUNTY, for Improvements to TOWNSEND AIRPORT, dated **July 18, 2022** (hereinafter the Agreement). All provisions of the Agreement are incorporated by reference. This Task Order represents an authorization to proceed with the scope of services, schedule, and compensation described herein. This Task Order, when executed by both parties, shall become a supplement to and part of the basic Agreement.

ARTICLE 1. SCOPE OF SERVICES FOR AS-BUILT AERONAUTICAL SURVEY & AERIAL IMAGERY

It is anticipated that this project will require a combination of Non-Primary Entitlement, Bipartisan Infrastructure Law, State Apportionment, and Discretionary and/or Supplemental Discretionary Funding. With delays on multiple types of funding, it is not anticipated for construction to begin until calendar year 2025. Direct labor rates have been increased based upon estimated inflationary costs.

The Engineer agrees to furnish professional engineering services associated with the Townsend Airport Runway 17-35 improvements including:

- Establish temporary geodetic control monuments;
- Surveying for photo identification and OPUS solutions control check points for imagery acquisition;
- Acquire aerial photogrammetry for design of EXISTING/FUTURE Runway 17-35;
- Complete airspace analysis;
- Surveying to verify objects, obstacles, and/or obstructions for airspace analysis;
- Surveying to provide Airfield Configuration data;
- Acquire aerial photogrammetry as-built of constructed Runway 17-35 following paint application;
- Coordination with the Sponsor, FAA, Subconsultants (Aerial Imagery), and AGIS;
- Documentation, reports production, and submissions per AGIS requirements;
- Final Project Closeout Report.

The methods for collection, accuracy, verification, validation, and submission of the services described herein will be in accordance with procedures and guidance published in the following FAA advisory circulars:

- AC 150/5070-6B** Airport Master Plans
- AC 150/5370-13B** Airport Design
- AC 150/5300-16B** General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey;

- AC 150/5300-17C** Standards for Using Remote Sensing Technologies in Airport Surveys;
- AC 150/5300-18B** General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards.

The scope of work will primarily include the required elements shown in **Table 2-1** of AC 150/5300-18B that are necessary for airport “**Instrument Procedure Development**” surveys. For the airspace analysis portion of the project, the majority of the field survey will verify specific objects identified by the photogrammetrist. See the annotated table at the end of this Task Order.

The Engineer shall be responsible for the following services:

1. Project Start-Up and Coordination

The Engineer will consult with the FAA and Owner to clearly establish the FAA’s and Owner’s goals and requirements in collecting and submitting the data. It is anticipated that coordination will include coordination with the FAA HLN-ADO, FAA AGIS Help-Desk, Aerial Imagery / Obstruction Analysis Subcontractor, and the Owner in order to establish a Statement of Work that includes Aerial Imagery, Obstruction Analysis, and Survey requirements.

The Engineer will thoroughly review AC 150/5300-17C & -18B to determine the scope of work, required elements, necessary accuracies, and required documentation and deliverables. The Engineer will determine the data submission format, and assure information collected can be reformatted where required. Where FAA-issued directives are unclear or contradictory in nature, the Engineer will summarize the reasons for concern and request written clarification from the FAA HLN-ADO and/or the AGIS Help-Desk. These requests will be followed up until a clear written response is returned. The Engineer will transmit communications between the FAA district office, regional office, and national headquarters as necessary until the three parties concur in their guidance.

The Scope of Work shall include collection and submission of data for Conrad Airport (S01) Runway 6-24 per:

AC 150/5300-18B -2.6.10 *Types of Airport Survey Projects*

2.6.10.1 *Airport Geodetic Control* (Use of Temporary Control)

2.6.10.3 *Runway Data*

2.6.10.4 *Runway and Stopway Points*

2.6.10.5 *Determining the Runway Length and Width*

2.6.10.6 *Navigational Aid (NAVAID) Surveys*

AC 150/5300-18B -2.7 *Airport Airspace Analysis Surveys*

2.7.1.1 *Runways with Vertical Guidance*

AC 150/5300-18B -2.9 *Topographic Surveying*

The surveying to be completed for this project will comply with the requirements of Table 2-1 Instrument Procedure Development in AC 150/5300-18B, as noted in Attachment 1.

2. Project Initiation

The Engineer shall assist the Owner in initiating the project through the FAA’s ADIP/AGIS website. The Owner is required to initiate the project, designate users that may access data, and set the target operational date.

3. Statement of Work

The Engineer shall develop the required Statement of Work. The Statement of Work (SOW) acts as the project proposal between the airport owner and the FAA. After a new AGIS project is created, the SOW will be uploaded by the Engineer for the ADO to review and approve. The SOW is an important first step because it clearly states the project objectives for others who will be working on the project (AGIS, NGS, and FAA). The SOW details the scope of services that will be provided in order to comply with the FAA AGIS “Instrument Procedure Development” project workflow standards and specifications. It also sets forth a general outline for how the work will be accomplished.

The Engineer will complete the required airport manager’s interview and checklist confirming the step was completed. This will be incorporated into the Final Report for submission to AGIS.

4. Imagery & Survey / Quality Control Plan

The Engineer shall prepare and coordinate with their subconsultant to prepare and submit an Imagery and Survey/Quality Control Plan (SQCP) to the AGIS system for approval before beginning work. The SQCP will detail work to be completed, equipment to be used, methodology, accuracy, a detailed scope of work for data acquisition and post-processing, quality assurance and control procedures, and proposed deliverables.

5. AGIS Design File Upload and Attributing

After approval of the Survey/Quality Control Plan, the Engineer will upload the design file. The design file will be an Autodesk Civil 3D drawing of the proposed construction. The drawing file will have the design elevations and all of the features will be attributed according to AC 150/5300-18B. This file will serve as the basis for the airspace analysis for obstruction/obstacle identification. The design drawing will also be used to verify the as-built survey at the end of construction.

6. Temporary Geodetic Control Monumentation

The Engineer will establish and utilize temporary control in accordance with FAA AC 150/5300-13B. Each temporary survey control monument will be observed in two continuous and independent sessions of at least 4 hours, with submission of these observations to NGS OPUS. The results of the OPUS sessions will be included in the project report and deliverables.

7. Specialty Surveys

This surveying project does **not** attempt to collect the following specialty items from AC 150/5300-18B:

- 2.8 One Engine Inoperative (OEI) Analysis Survey
- 2.9 Topographic Surveys of the airport and environs
other than those directly impacted by this project
- 2.10 Airport Mapping Database Surveys
- 2.11 Engineering (Construction) Surveys
- 2.13 Subsurface Utilities Engineering (SUE), or
- 2.14 Boundary Surveying/Land Use.

8. Aerial Imagery and Vertically Guided Airport Airspace Analysis

The Engineer will negotiate and enter a written subcontract with a qualified firm that has the knowledge and equipment necessary to collect aerial imagery (photogrammetry) of stereo pairs scanned to digital images and triangulated to the National Spatial Reference System per FAA AC 150/5300-17C specifications. NV5 Geospatial of Sheboygan Falls, Wisconsin has submitted a subcontract agreement to provide aerial imagery that covers the extents of the obstruction identification surfaces (OIS) for “Runways with Vertical Guidance” for Runway 17-35, as described in AC 150/5300-18B; and will include production of 1-foot (12” GSD (ground sample distance)) orthoimagery. The imagery will be obtained in “leaf-on” conditions. The subcontractor will complete analysis of vertically guided

obstruction surfaces in accordance with AC 150/5300-18B, Section 2.7.1.2 *Analysis of Runways with Vertically Guided Operations*. Additionally, the subcontractor will complete the “Remote Sensing (Imagery) Plan”. The Imagery Plan will be reviewed and uploaded by the Engineer to the AGIS system. The total amount of the subcontract is **Fifty-Eight Thousand, Seven Hundred Twenty-Eight Dollars and Zero Cents (\$58,728.00)**.

The subcontractor shall set the flight path and the number and position of targets and ground control photo-identifiable control check points required to validate base control for the geo-referencing of the aerial imagery. It is estimated that the Engineer will survey ten (10) ground control photo-identifiable control points (many of which will likely be located on private land, requiring landowner permission/coordination), and survey and upload five (5) OPUS check point locations to NGS through OPUS solutions. Landowner coordination is anticipated to consist of research, numerous telephone calls, and on-site visits with landowners, and Broadwater County. No ground targets are anticipated or budgeted for within this Task order.

Following completion of the aerial imagery and airspace analysis, the Engineer will survey any obstacle or obstruction that meets the requirements of the advisory circular but are of a nature that the elevation at the highest point of the obstacle/obstruction cannot be obtained through photogrammetric methods (cell tower, electrical tower, antenna, etc.). This surveying will be completed as a separate mobilization (trip).

Following substantial completion of the construction project, including application of pavement markings (paint), the subcontractor will obtain “as-built” imagery of the completed project, in accordance with AC 150/5300-17C, Section 3.1. As-built imagery acquisition is anticipated to occur within one month of construction substantial completion, immediately following the application of the temporary pavement markings. Strict coordination with the subconsultant will be necessary in order to obtain the imagery and limit the amount of time the instrument approach will not be usable with the newly constructed runway. The total amount of the subcontract is **Thirty-One Thousand, Eight Hundred Thirty-One Dollars and Zero Cents (\$31,831.00)**.

The Engineer will coordinate with the subcontractor for all submissions to AGIS and deliverables in accordance with AC 150/5300-17C.

9. As-Built Survey

Anticipated survey items under this Task Order include the runway thresholds, runway edges, and the centerline at 50-foot (maximum) stations in each direction, with an additional independent centerline continuous reading that will be used to verify the data. Data accuracy will comply with AC 150/5300-18B and be sufficient for a 1-foot contour interval.

The survey will also include all Runway 17-35 lighting and verification of NAVAIDs adjacent to Runway 17-35. The Runway PAPIs will be surveyed, as well as the airport beacon, wind cone, and supplemental wind cone(s).

Photos will be taken of the survey rod in place as it captures this data. The photos will be annotated to include names of the features, point numbers, horizontal and vertical survey points.

10. Data Formatting, Conversion, and Submission

The Engineer will collect data in FAA-accepted data formats, or convert it as necessary, then submit electronic data as required by the Advisory Circular 150/5300-18B to the AGIS system.

The subconsultant providing the aerial photogrammetry, obstruction analysis, and associated data will be solely responsible for ensuring their deliverables meet all applicable criteria of Advisory Circular 150/5300-17C prior to the Engineer receiving the data for submission to AGIS and NGS.

11. Final Report

A final project report will be prepared as the last step in the AGIS workflow process. This report will contain the pertinent surveying information, checklists, forms, data files, formatted digital photos, and other results from the survey. The completed as-built survey drawing file will be submitted with the final report. Both will be prepared and submitted according to FAA AC 150/5300-18B. This AGIS final report is a separate requirement from the AIP final engineering report (budgeted under separate Task Orders).

ARTICLE 2. SCHEDULE

It is anticipated that those services listed above under Task Order Number Nine are to be completed during the time period from January 2024 to December 2025.

It is anticipated that this project will require a combination of Non-Primary Entitlement, Bipartisan Infrastructure Law, State Apportionment, and Discretionary and/or Supplemental Discretionary Funding. With delays on multiple types of funding, it is not anticipated for construction to begin until calendar year 2025. Direct labor rates have been increased based upon estimated inflationary costs.

ARTICLE 3. COMPENSATION

A. BUDGET


The Engineering fees for services described under Article 1, Scope of Services, Part A, ADIP/AGIS Data Collection – Instrument Procedure Development, shall be the lump sum amount of **One Hundred Sixty-Five Thousand, Three Hundred Sixty Dollars and Zero Cents (\$165,360.00)** as shown on the attached schedule of estimated costs.

DATED this _____ day of _____ 2024.

BROADWATER COUNTY

ROBERT PECCIA & ASSOCIATES, INC.

By: _____
Darrel Folkvord, Chairman
Broadwater County Commission

By:  _____
Craig Jenneskens, P. E.,
President



RPA PROJECT# : 21011.000

TASK ORDER #9 - ADIP/AGIS DATA COLLECTION

DIRECT LABOR

WORK ITEM / SUBTASK	TRIPS	GROUP MANAGER \$76.28	PROJECT DESIGNER \$40.71	SURVEYOR I \$57.87	SURVEYOR II \$36.23	CADD DESIGNER \$48.67	ADMIN. ASSISTANT \$28.27	ACCOUNTING \$57.62	TOTAL PERSON HOURS	
Rates have been adjusted 3.5% for anticipated 2025 adjustments.										
AGIS Data Collection										
Project Start-Up & Coordination			1	4	4		8		1	18
Project Initiation			2				8			10
Statement of Work					4		24			28
Airport Manager Interview (Trip combined with Field Survey)				1						3
Imagery & Survey / Quality Control Plan		1					4			13
AGIS Design File Upload & Attributing					2		16			18
Set Temporary Benchmarks (TBM)										
GPS Static Observations as TSM's (2 - 2 hr sessions each x 3-monuments)					10					10
Opus Solutions Upload					4					4
GPS Vector Diagram					1					1
GPS Traverse-additional					6					6
Travel (1 - Trip)	2				2.4					2.4
Specialty Surveys (not included)										
Aerial Imagery and Vertically Guided Airport Airspace Analysis										
Coordinate with Aerial Photogrammetry Subconsultant			8	8			8			24
Subcontract Agreement		1	4				2	1		8
Review and Upload Imagery Plan							4			4
Ground Control Photo Identifiable Control Check Points (10)				1	8	8	2			19
Opus Check Point Locations and NGS Opus Solutions Upload (5)					10	10	2			22
Land Owner Coordination					4					4
Travel (1 - Trip)	2				2.4	2.4				4.8
Ground Targets and Documentation										
Travel							8	2		10
Surveying for obstructions/obstacles or airport planimetric features that cannot be collected by photogrammetric methods (cell tower, electrical)										
Travel (1 - Trip)	1						1.2			1.2
Target Recovery										
Travel										
Coordinate Imagery Final Submission to AGIS				1			2			3
As-Built Survey				2			2			4
Travel (1 - Trip)	2				2.4	2.4				4.8
Survey and Document Runway 17-35 Thresholds					4		2			6
Survey Runway 17-35 Profile at 50'					8					8
Monument Thresholds - N/A										
Survey, Monument & Document Displaced Thresholds - N/A										
Survey and Document Runway "17" PAPI							4			4
Survey and Document Runway "35" PAPI							4			4
Survey and Document Beacon, Primary Wind Cone, Secondary Windcone							4			4
Prepare Base Maps & Analyze Obstructions										
Data Formatting, Conversion, Submission, and AGIS Progress Tracking				2	4		40			46
Final Engineering Report		1	2	24			24			51
Total Person-Hours:		14	25	110.2	44	150	0	2	345.2	
Total Labor Cost per Employee:		\$1,067.92	\$1,017.75	\$6,377.27	\$1,594.12	\$7,300.50	\$0.00	\$115.24	\$17,472.80	
		7								

DIRECT EXPENSES

Subcontracted Services (Aerial Imagery and Airspace Analysis)		\$90,559.00	NV5 Geospatial - Sheboygan, Wisconsin
Professional Services (n/a)		\$0.00	
Supplies		\$50.00	
Mileage	7	\$328.30	
Business Meals		\$0.00	
Telephone and Fax		\$0.00	
Equipment (Computers, Office, Etc...)		\$1,150.00	
Equipment (Survey GPS)	11	\$4,400.00	
Per Diem (11 Meals Only @ \$59 /day)	11	\$649.00	
Per Diem (0 Full Day w/ Lodging @ \$166 /day)	0	\$0.00	
Printing		\$0.00	
Miscellaneous		\$2.62	
Total:		\$97,138.92	

SUMMARY OF ENGINEERING SERVICES

Direct Labor	\$17,472.80
Overhead (1.67 X Direct Labor)	\$29,179.58
Subtotal Labor Cost:	\$46,652.38
Direct Expenses	\$97,138.92
Subtotal Project Costs:	\$143,791.30
Fixed Fee	\$21,568.70
Total Engineering Fee (Rounded):	\$165,360.00

FAA AC 150/5300-18B Table 2-1 SURVEY REQUIRED ELEMENTS ✓ = Will Complete Under this Task Order N/A = Not Applicable to this Airport N/R = Not Required for this Survey	Instr. Procedure Development Criteria	Comment
Provide a Survey and Quality Control Plan	✓	
Establish or validate Airport Geodetic Control	✓	
Perform, document and report the tie to National Spatial Reference System (NSRS)	✓	
Survey runway end(s)/threshold(s)	✓	
Monument runway end(s)/threshold(s)	✓	
Document runway end(s)/threshold location(s)	✓	
Identify and survey any displaced threshold(s)	N/A	
Monument displaced threshold(s)	N/A	
Document displaced threshold(s) location	N/A	
Determine or validate runway length	✓	
Determine or validate runway width	✓	
Determine runway profile using 50 foot stations	✓	
Determine runway profile using 10 foot stations	N/R	Only required at Part 139 airports.
Determine the touchdown zone elevation (TDZE)	✓	
Determine and document the intersection point of all specially prepared hard surface (SPHS) runways	N/R	
Determine and document the horizontal extents of any Stopways	N/A	
Determine any Stopway profiles	N/A	
Determine if the runway has an associated clearway	N/R	
Survey clearway to determine objects penetrating the slope	N/A	
Determine and document the taxiway intersection to threshold distance	N/R	
Determine runway true azimuth	✓	
Determine or validate and document the position of navigational aids	✓	
Determine or validate and document the position of runway abeam points of navigational aids	✓	
Determine potential navigational aid screening objects	N/R	
Collect and document VOR receiver checkpoint location and associated data	N/R, N/A	

FAA AC 150/5300-18B Table 2-1 SURVEY REQUIRED ELEMENTS ✓ = Will Complete Under Task Order #10 N/A = Not Applicable to this Airport N/R = Not Required for this Survey	Instr. Procedure Development Criteria	Comment
Perform or validate and document an airport airspace analysis	✓	
Collect and document helicopter touchdown lift off area (TLOF)	N/A	
Collect and document helicopter final approach and takeoff area (FATO)	N/A	
Collect or validate and document airport planimetric data	N/R	
Determine or validate the elevation of the Air Traffic Control Tower Cab Floor (if one is on the airport)	N/R, N/A	
Perform or validate a topographic survey	N/R	
Collect and document runway and taxiway lighting	N/R*	*Will be completed for runway lighting as lighting will be “fixed-by-function” penetrations.
Collect and document parking stand coordinates	N/R	
Collect cultural and natural features of landmark value	N/R	
Determine elevation of roadways at the intersecting point of the Runway Protection Zone (RPZ) or the runway centerline extended	N/R	
Determine all Land Use to 65 DNL contour	N/R	
Document features requiring digital photographs	✓	
Document features requiring sketches	✓	
Collect position and type of runway markings	N/R	
Collect position and type taxiway markings	N/R	
Locate, collect, and document photo ID points	N/R	
Identify collect, and document wetlands or environmentally sensitive areas	N/R	
Collect imagery	✓	OIS imagery will be collected for Runway IAP development
Provide a final Project Report	✓	

ATTACHMENT A

Water Supply Systems

- Individual, and shared wells, cisterns
- Non-public water systems with 5 or fewer connections that are not required to be designed by a professional engineer.
- Connections to existing municipal or County Water/Sewer Districts public systems

Wastewater Systems

- Standard absorption trench systems
- Sand-lined absorption trench systems
- Gravelless absorption trench systems
- At-grade absorption trench systems
- Pressure distribution systems
- Sand mound systems
- Intermittent sand filter systems
- Level II Systems
- Wastewater systems less than 2,500 gpd that are not required to be designed by a professional engineer.
- Multiple User Wastewater that are not required to be designed by a professional engineer.
- Evapotranspiration and evapotranspiration absorption systems
- Connections to existing municipal or County Water/Sewer Districts public systems

Stormwater

- Stormwater systems (ARM 17.36.310) that are not required to be designed by a professional engineer.

Solid Waste

- Off-site disposal

Revised Modifications

- Revised lot layouts modifications

THIS CONTRACT is entered into by and between the State of Montana, Department of Environmental Quality (State), and **Broadwater County** (Contractor), collectively the Parties, for the purpose of delegating to the Contractor, pursuant to Section 76-4-104, Montana Code Annotated (MCA), the authority to review certain water supply, wastewater, solid waste, and stormwater systems in subdivisions. Contractor will review subdivision applications for completeness; determine whether certain systems, which are identified in 3.1.4.4 and Attachment A, comply with the Sanitation in Subdivisions Act, the Montana Water Quality Act, applicable Administrative Rules of Montana (ARM), and applicable administrative rules and Circulars; and make a recommendation for approval to the State or deny the application. The purpose of this Contract is also to provide reimbursement of fees to the Contractor for performing site evaluations and related services for subdivisions, pursuant to ARM 17.36.804. The Parties specifically agree it is not their intent that any provision of this Contract is a cessation or waiver of any of the Contractor's regulatory authority, including that set forth in Section 50-2-116, MCA. This Contract is entered into in accordance with Title 18, MCA, and the ARM, Title 2, chapter 5.

1. EFFECTIVE DATE, DURATION, AND RENEWAL

1.1. Contract Term. The Contract's initial term is from July 1, 2023 through June 30, 2025, unless terminated earlier as provided in this Contract. In no event is this Contract binding on the State unless the State's authorized representative has signed it. The State's authorized signatory for this Contract is the Contracts Officer for the Department of Environmental Quality.

1.2. Contract Renewal. The State may renew this Contract under its then-existing terms and conditions, subject to potential cost adjustments described below in Section 2, in 2-year intervals, or any interval that is advantageous to the State. This Contract, including any renewals, may not exceed a total of 7 years.

2. COST ADJUSTMENTS

2.1. Cost Adjustments by change in ARM 17.36.804. Contractor will be reimbursed at rates established in ARM 17.36.804.

3. SERVICES AND/OR SUPPLIES

3.1. Contractor agrees to:

3.1.1 Preapplication Meeting. Contractor shall hold a preapplication meeting with the applicant if requested by the applicant. Contractor shall schedule the requested meeting within 30 days of receiving the request from the applicant.

3.1.2 Initial Receipt of Application and General Requirements. Contractor shall date stamp at least the first page of the application so the State can accurately enter the application into its database for tracking purposes. Contractor shall send a copy of the first two pages of the application along with fees to the State. The State shall email the Contractor an EQ number. All information received from the applicant must be date stamped by the Contractor for tracking purposes. Contractor shall send to the State electronic versions of all the Contractor's correspondence, denials, and recommendations related to each application.

3.1.3 Completeness Review. Contractor shall review all subdivision applications for completeness using forms approved by the State. Pursuant to the requirements of Section 76-4-114(3)(b), MCA, and Section 3.1.5.1 of this Contract, Contractor shall

determine whether the application contains the elements to allow for review and shall notify the applicant and the State of the Contractor's determination.

This Completeness Review section applies to all subdivision applications received by Contractor, regardless of whether Contractor will choose to review the completed application, except for those applications that must be fully reviewed by the State Under 3.1.4.4 and Attachment A.

3.1.4 Compliance Review. For complete applications, Contractor shall perform a detailed review of the water supply, wastewater, stormwater, and solid waste systems identified in Attachment A of this Contract. The purpose of the detailed review shall be for the Contractor to determine whether the systems proposed in the application comply with applicable provisions of the Sanitation in Subdivisions Act, Title 76, chapter 4, MCA; the Montana Water Quality Act, Title 75, chapter 5; the subdivision administrative rules in ARM 17.36.101 through 17.36.805; the water quality administrative rules in ARM 17.30, subchapters 5 and 7; and applicable Department circulars.

3.1.4.1 Contractor review of wastewater systems must include review for compliance with the non-degradation requirements of the Montana Water Quality Act and the state non-degradation rules.

3.1.4.2 Contractor may not perform compliance review of water supply, wastewater, stormwater, or solid waste systems other than those identified in Section 3.1.4.4 and Attachment A of this Contract.

3.1.4.3 Contractor shall review the environmental assessment information provided by the applicant and shall be available to consult with the State regarding the completeness and accuracy of such information.

3.1.4.4 Contractor shall perform compliance review, pursuant to Section 3.1.6 only for the systems indicated in Attachment A. Contractor review authority under this Contract does not extend to public systems or those required by state laws, rules, or Circulars to be submitted by a Professional Engineer.

3.1.5 Time for Review.

3.1.5.1 Within 15 days of receipt of the application, Contractor shall provide notification to the applicant and the State stating the application contains or does not contain all of the elements necessary for review in accordance with Section 76-4-114(3)(b), MCA.

3.1.5.2 For applications that consist entirely of systems that fall outside of Contractor's review authority under 3.1.4.4 and Attachment A, Contractor shall forward the file to the State within 5 days of receipt of the application.

3.1.5.3 Within 5 days of determining that the application is complete for review in accordance with Sections 3.1.3 and 3.1.5.1, Contractor shall forward to the State information relating to waivers and deviations, design documents related to public systems, any system not reviewable by Contractor, and any system the Contractor chooses not to review.

3.1.5.4 Within 30 days of notifying the applicant that the application is complete for review in accordance with Sections 3.1.3 and 3.1.5.1, Contractor shall do one of

the following:

- (1) determine that the application does not comply with state laws, rules, or Circulars and issue a denial to the applicant.
- (2) notify the applicant that the Contractor needs an extension not to exceed 30 days to complete its review of the application, pursuant to the requirements of Section 76-4-114(5), MCA; or
- (3) submit to the State a final recommendation for approval of the application, together with the Contractor's completed and signed review of the application and all materials required by this Section.

3.1.5.5 If the applicant resubmits a corrected application within 30 days after the date of a denial letter issued in accordance with Section 3.1.5.3(1), Contractor shall review the corrected application within 30 days.

3.1.5.6 If the applicant resubmits a corrected application more than 30 days after the date of a denial letter issued in accordance with Section 3.1.5.3(1), Contractor shall review the corrected application within 45 days.

3.1.6 Contents of Contractor Submittals to the State. Contractor shall submit to the State the following materials regarding applications for subdivisions:

3.1.6.1 A completed application form signed by the owner and any information attached to the form.

3.1.6.2 Copies of all correspondence and other documents regarding the application. The documentation must provide adequate evidence that the plans and specifications for the application are in compliance with all applicable state laws, rules, and Circulars.

3.1.6.3 The review fee and the subdivision review fee calculation form with the components to be reimbursed highlighted or use Attachment B.

3.1.6.4 A completed and signed subdivision review checklist, in a form approved by the State, together with calculations, notes, and any other relevant information that provides adequate evidence that Contractor has reviewed the application to ensure compliance with appropriate design standards.

3.1.6.5 A completed and signed non-significance determination checklist and all supporting documentation.

3.1.6.6 A certification, in a form approved by the State, stating that, based upon Contractor's review of the application under applicable state laws, rules, and Circulars, the identified systems either do or do not comply with the applicable state requirements; and

3.1.6.7 If Contractor recommends approval of a subdivision application, a completed and signed certificate of subdivision approval.

3.1.6.8 A copy of the water well sample sheet with the GWIC identification number written on it should be placed in the front of the file so the State can enter water quality data and then forward it to GWIC.

3.1.7 Waivers and Deviations. If, for any water supply, wastewater, stormwater, or solid waste systems proposed in an application regardless of whether the system is designated for Contractor review in Attachment A, the plans and specifications for the application would require a waiver from the State subdivision rules or a deviation from the requirements of the State Circulars, Contractor shall notify the applicant of the required fee(s) and, upon receipt of those fees, prepare or have the applicant prepare a waiver/deviation request in a format approved by the State, together with a justification for the waiver/deviation from the applicant and Contractor's recommendation.

3.1.7.1 Contractor shall submit the waiver/deviation request to the State, along with appropriate fees, within 5 days of the Contractor's determination that the application is complete for review in accordance with Sections 3.1.3 and 3.1.5.1. The State shall respond to the waiver/deviation request within 20 days of the State's receipt of the request. Contractor may extend the time for review of the application while waiting for the State's response to a waiver/deviation request.

3.1.7.2 Contractor may not recommend approval of a subdivision application until all necessary waiver/deviation requests have been approved by the State.

3.1.8 The State Consultation. Upon request of the Contractor, the State agrees to provide consultation to Contractor regarding the subject matter of this Contract.

3.1.9 Site Evaluations. Contractor shall perform site evaluations and related services for subdivisions, pursuant to ARM 17.36.804(3), as mutually agreed by Contractor and the State.

3.1.10 Revised Lot Layout Review. Contractor may perform the review of minor changes to a certificate of subdivision approval made through a revised lot layout document. Changes made through the revised lot layout may not affect the conditions of a certificate of subdivision approval. Unless otherwise provided by the State rules, only the following changes may be made through the revised lot layout procedure:

3.1.10.1 Relocations of water or wastewater systems, provided that the changes comply with Title 76, chapter 4, part 1, MCA; ARM Title 17, chapter 36; and all related rules and regulations, for example:

- (1) moving the location of a well or cistern within the lot boundaries provided the new location meets setback requirements and will not adversely change the quality, quantity and dependability of the water supply.
- (2) moving the location of the wastewater treatment system within the lot boundaries provided the new wastewater treatment system and mixing zone location meet setback requirements, site evaluation criteria, and the wastewater system is sufficient in terms of capacity and dependability.

3.1.10.2 Changes to water or wastewater systems that do not significantly affect the approval statement of the subdivision, for example:

- (1) replacing distribution piping with gravel less trenches or vice versa in accordance with Circular DEQ-4,

- (2) replacing a standard trench system with a pressure-dosed system that is designed according to Circular DEQ-4 and reviewed by the certified reviewer,
- (3) replacing a previously approved system with a similar system designed in accordance with the current version of Circular DEQ-4,
- (4) replacing components in a previously approved system with similar components that meet criteria in Circular DEQ-4, and
- (5) adding a water or wastewater treatment system that provides greater treatment than the approved system provided the approved system is installed and used as a redundant system and the new treatment system does not interfere with the operation of the approved system,
- (6) installing any Level 2 system in place of any other Level 2 system through the revised lot layout process as long as no other facilities are changing,
- (7) approving changes to sizes of approved systems unless there is a limitation on the ground that cannot be overcome. If the Certificate of Subdivision Approval is for a 3 bedroom home the Contractor may issue a permit for a larger home unless there are limitation caused by the soils, slope etc.

3.1.10.3 The revised lot layout document must be submitted to the State.

3.2. The State oversight of the Contractor's review of subdivision applications shall be limited to the following:

3.2.1. The State shall determine, by reviewing the Contractor review checklist or by other means, whether the Contractor has conducted a completeness review of the application and whether the Contractor has completed compliance review of all systems designated in Section 3.1.4.4 and Attachment A. If the State determines that the Contractor has not conducted a completeness review or has not reviewed all designated systems, the State may either return the application to the Contractor for further review or may itself complete the review. If the Contractor fails to conduct any part of the review required under this Contract within the timeframes established in Section 3.1.5, the State reserve the right to withhold the portion of the fee applicable to that portion of the review.

3.2.2. The State may check the accuracy of the Contractor's review of subdivision applications, for purposes of determining Contractor's compliance with the reviewer qualification and performance standards set out in Section 4. The State accuracy checks shall be limited to 10% of the applications submitted to the State by Contractor, except that the State may also review an application upon the Contractor's request, or when the State has reason to question the Contractor's determination for a particular submittal. If the State identifies possible errors or discrepancies in the Contractor's review of a specific application, the State shall consult with the Contractor's reviewer. If, after consultation with the Contractor, the State does not agree with the Contractor's determination regarding an application's compliance with applicable state laws, rules, and Circulars, the

State may, prior to the expiration of the review period for the application, modify the Contractor's determination regarding the state requirements.

3.2.3. In addition to or instead of checking Contractor's review of applications during the review period, the State may conduct an annual audit of a representative sample of applications reviewed by Contractor, for purposes of determining Contractor's compliance with the reviewer qualification and performance standards set out in Section 4.

4. KEY PERSONNEL; REVIEWER QUALIFICATIONS AND PERFORMANCE STANDARDS

4.1. Required Reviewer Qualifications. Contractor review of subdivisions under this Contract may be performed only by persons approved by the State that meet the qualifications set out in the most current version of ARM 17.36.116.

4.2. Contractor Reviewer. Within five days of contract execution Contractor must provide the State, in writing, with the name and qualifications of the individual that will be reviewing subdivision applications. No application reviews may be conducted until State approval has been received. Written notification to, and acceptance by Contract liaisons of record of Contractor's designated reviewer must be maintained in both contract files. Email notification and acceptance is acceptable.

4.3. Replacement of State Approved Reviewer. In the event of the State-approved reviewer is no longer available to work under this Contract, Contractor shall immediately notify the State in writing of Contractor's replacement reviewer. If a replacement reviewer is not known at the time of this notification, Contractor may not engage in any application reviews until a replacement reviewer has been identified and approved by the State in writing. Written notification to, and acceptance by, Contract liaisons of record of Contractor's replacement reviewer must be maintained in both contract files. Email notification and acceptance are acceptable.

4.4. Training. The State may require Contractor reviewers to comply with training and examination requirements as necessary to ensure that reviewers are qualified to accurately review the systems identified in Attachment A.

4.5. Performance standards. Contractor's review of subdivision applications must demonstrate a consistent and accurate level of performance in evaluating whether systems identified in Attachment A comply with applicable state laws, rules, and Circulars. Contractor must also ensure that documentation in applications is complete, accurate, and adequately demonstrates that the application complies with applicable state laws, rules, and Circulars.

4.6. Remedies. If the Contractor fails to meet the performance standards set out in Section 4.5 above, the State may, after consultation with Contractor, issue a written determination that the Contractor reviewer is not qualified to review subdivisions under this Contract. If disqualification of the reviewer results in the Contractor lacking a qualified person to review subdivisions, then the State may terminate this Contract pursuant to Section 15.

5. CONSIDERATION/PAYMENT

5.1. In consideration of services rendered pursuant to the Contract, the State agrees to reimburse Contractor, on a quarterly basis, the fees set out in the most current version of ARM 17.36.804 for the subdivisions that the Contractor reviews, and for site evaluations and related services. The State will not reimburse the Contractor for any component of a review not performed by the Contractor.

6. ACCOUNTING, AND RETENTION OF RECORDS

6.1. Contractor shall maintain books, records, documents, other evidence directly pertinent to performance of work under this Contract and current accounting for all funds received and expended pursuant to this Contract in accordance with generally accepted accounting principles. Contractor's accounting system must be able to allocate costs associated with this Contract in a manner that keeps these costs separate from the costs of other contracts.

6.2. The State, the Legislative Auditor, the Legislative Fiscal Analyst, Comptroller General of the United States, or their authorized representatives, have the right of access to accounting records of Contractor for purposes of making an inspection, audit, excerpts, or transcripts of funds received and expended by Contractor pursuant to this Contract. Contractor shall maintain the records at the address of its liaison in Section 20 and allow the entities in the preceding sentence to have access to them for review and copying during normal business hours for as long as the Contractor retains the records under paragraph 6.5. This Contract may be terminated by the State upon any refusal of Contractor to allow access to such records.

6.3. Contractor shall disclose all information and reports resulting from access to the records maintained in paragraph 6.1 to any of the agencies referred to in paragraph 6.2.

6.4. Audits conducted under this section must be in accordance with generally accepted auditing standards as established by the American Institute of Certified Public Accountants and with established procedures and guidelines of the reviewing or auditing agency.

6.5. All books, records, reports, accounting, and other documents maintained by Contractor under this Contract must be retained for a period of eight years after either the completion date of this Contract, or the conclusion of any litigation, claim, audit or exception relating to this Contract taken by the State or a third party, whichever is later. Contractor may not destroy any records without first offering the records to the State.

6.6. If an audit shows that Contractor has not complied with federal or state laws and rules concerning the handling and expenditure of the funds received under this Contract, including any grant-related income, Contractor must correct the areas of non-compliance within six months after DEQ receives the audit report.

7. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

In accordance with §18-4-141, MCA, Contractor may not assign, transfer, or subcontract any portion of this Contract without the State's prior written consent. Any subcontracting of services under this Contract must be done in a competitive manner. Contractor is responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and the State under this Contract.

8. DEFENSE, IMDEMNIFICATION / HOLD HARMLESS

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the State, its elected and appointed officials, officers, agents, directors, and employees from and against all claims, damages, losses and expenses, including the cost of defense thereof, to the extent caused by or arising out of Contractor's negligent acts, errors, or omissions in work or services performed under this Contract, including but not limited to, the negligent acts, errors, or omissions of any Subcontractor or anyone directly or indirectly employed by any Subcontractor for whose acts Subcontractor may be liable.

9. REQUIRED INSURANCE

9.1. General Requirements. Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, or its agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission by Contractor or its agents, employees, assigns, or subcontractors.

9.2. Primary Insurance. Contractor's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

9.3. Specific Requirements for Commercial General Liability. Contractor shall purchase and maintain bodily injury, personal injury, and property damage of \$750,000 per claim and \$1,500,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the State's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

9.4. Certificate of Insurance/Endorsements. A certificate of insurance has been received by the State prior to execution of this Contract. The certificate must indicate compliance with the insurance coverages and the required limits set forth in this Section of the Contract. The required insurance must be maintained in force and effect by Contractor for the duration of the Contract. Contractor must notify the State immediately of any material change in insurance coverages as stated on the proof of insurance form originally provided prior at Contract execution, to include changes in limits, coverages, status of policy, etc. The State reserves the right to request a complete copy of Contractor's insurance policy. Failure to comply with this requirement may result in termination per Section 15 of this Contract.

10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with §39-71-401, §39-71-405, and §39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Proof of compliance must be submitted on an ACCORD form, or other similar form, and can be included with the proof of insurance required in Section 9. This insurance/exemption must be valid for the entire Contract term and any renewal. Upon expiration, a renewal document must be sent to the Montana Department of Environmental Quality, PO Box 200901, Helena, MT 59620-0901.

11. COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973.

Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with §49-3-207, MCA, and Executive Order No. 04-2016 Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

12. RETIRED STATE EMPLOYEE REQUIRED EMPLOYER REPORTING

In accordance with ARM 2.43.2114, state agencies are required to file employee reports with the Montana Public Employee Retirement Administration (MPERA). The employee reports required under ARM 2.43.2114 include a working retiree report covering Montana's Public Employees' Retirement System (PERS) retirees performing work in a PERS-covered position as an employee, an independent contractor, or through an employee leasing arrangement, or a temporary service contractor. ARM 2.43.2114(6)(a) requires DEQ to include the social security number of employees and workers in the employer report. Contractor's staff assigned to perform work under this Contract will be asked to provide a social security number.

The purpose of collecting the social security number of an individual hired as an independent contractor or through a professional employer arrangement, an employee leasing agreement, or a temporary service contractor is to determine whether the individual is a retiree. Determining an individual's status as a retiree will determine whether DEQ must make employer contributions into the public employee retirement system for retirees who return to work in a PERS-covered position as required by Section 19-3-1113, MCA.

13. CONFLICT OF INTEREST

13.1. For the purposes of the Montana Code of Ethics, Contractor and each of its employees and subcontractors, is a "public employee" for the purposes of this Section. As such, Contractor and each of its employees and subcontractors is subject to the requirements of Title 2, Chapter 2, MCA, regarding conflicts of interest, including but not limited to sections §2-2-104, §2-2-105, §2-2-121, and §2-2-201, MCA.

13.2. If the State discovers that an employee of Contractor or subcontractor is in violation of this Section, the State may, after consulting with Contractor, terminate this Contract or take other appropriate measures to address the conflict and Contractor shall reimburse the State for any services the State requires be performed by another Contractor that duplicate the services performed by the employee who violated this Section.

14. DISCLOSURE

14.1. Contractor shall notify the State of any actual, apparent, or potential conflict of interest with regard to any individual working on a work assignment or having access to information regarding a subcontract. Notification of any conflict of interest shall include both organizational conflicts of interest and personal conflicts of interest (which are defined as the same types of relationships as organizational conflicts of interest, but applicable to an individual). If a personal conflict of interest exists, the individual who is affected shall be disqualified from taking part in any way in the performance of the assigned work that created the conflict-of-interest situation.

14.2. Contractor certifies that it has identified all current employees and proposed subcontractor's employees that will perform work under this Contract and that have worked for the State in the last two years prior to submitting the solicitation request which resulted in the award of this Contract. Contractor further certifies that no former employee of the State of Montana or local government may work under this Contract for a period of twelve months after voluntary termination of public employment, if by working under the Contract the employee will take direct advantage, unavailable to others, of matters with which the employee was directly involved during the employee's public employment. Pursuant to §2-2-201, MCA, a former employee of state or local government may not, within 6 months following the termination of public employment, contract or be employed by an employer who contracts with the State of Montana or any of its subdivisions involving matters with which the former public employee was "directly involved", as defined in §2-2-201, MCA, during employment. Contractor further certifies it shall identify any new employees hired during this Contract that will perform work under this Contract and that have worked for the State of Montana in the last two years prior to the submission of the solicitation request which resulted in the award of this Contract. Disclosure in all cases shall include the name of the agency and the nature of work performed by the employee.

15. CONTRACT TERMINATION

15.1. Termination for Cause with Notice to Cure Requirement. Either party may terminate this Contract in whole or in part for failure of the other party to materially perform any of the services, duties, terms, or conditions contained in this Contract after giving the other party written notice identifying items not performed. The written notice must demand performance of the items not performed within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

15.2. Reduction of Funding. In accordance with §18-4-313(4), MCA, the State must terminate this Contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this Contract in a subsequent fiscal period. If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this Contract as required by law. The State shall provide Contractor the date the State's termination shall take effect. The State shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, the State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

15.3. Any termination of this Contract is subject to the exception that Section 6, relating to retention of and access to records, remain in effect.

16. EVENT OF BREACH - REMEDIES

16.1. Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this Contract:

16.1.1. products or services furnished fail to conform to any requirement.

16.1.2. failure to submit any report required by this Contract.

16.1.3. failure to perform any of the other terms and conditions of this Contract, including but not limited to beginning work under this Contract without prior State approval and breaching Section 21.1, Technical or Contractual Problems obligations; or

16.1.4. financial inability to perform its obligations under this Contract.

16.2. Event of Breach by State. The State's failure to perform any material terms or conditions of this Contract constitutes an event of breach.

16.3. Actions in Event of Breach. Upon a material breach by either party, the non-breaching party may:

16.3.1. Terminate this Contract in accordance with Section 15, and pursue any of its remedies under this Contract, at law or in equity; or

16.3.2. Treat this contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law or in equity.

17. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than 5 working days after the onset. If the notice is not provided within the 5-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Contract, unless the parties mutually agree that the obligation is excused because of the condition.

18. WAIVER OF BREACH

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

19. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the Contract shall be granted without the State's prior written consent. Products or services provided that do not conform to the Contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

20. LIAISONS AND SERVICE OF NOTICES

20.1. Contract Liaisons. All project management and coordination on the State's behalf must be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison who will provide the single point of contact for management and coordination of Contractor's work. All work performed under this Contract must be coordinated between the State's liaison and Contractor's liaison.

Shawn Rowland, Subdivision Section Supervisor, or their designee or successor, is the State's liaison.

Montana Department of Environmental Quality
Water Quality Division, Subdivision Section
PO Box 200901
Helena, MT 59620-0901
406-444-6727
shawn.rowland@mt.gov

Megan Bullock, RS, or their designee or successor, is the Contractor's liaison.

515 Broadway St.
Townsend, MT 59644
406-266-9209
envhealth@co.broadwater.mt.us

20.2. Notifications. The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three (3) business days of mailing. The party receiving a notice shall sign and date an acknowledgement of the notice and mail it to the sending party.

21. MEETINGS

21.1. Technical or Contractual Problems. Contractor shall meet with the State's liaison, or other personnel to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. The State may request the meetings as problems arise; such meetings will be coordinated by the State. The State shall provide Contractor a minimum of three full working-day's-notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

22. TRANSITION ASSISTANCE

If this Contract is not renewed at the end of the original term, if the Contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor must provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this Contract or particular work under this Contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay Contractor for any resources utilized in performing such transition assistance at the most current contract rates. If there are no established Contract rates, then the rate must be mutually agreed upon. If the State terminates a project, or this Contract for cause, then the State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages the State may have sustained as a result of Contractor's breach.

23. CHOICE OF LAW AND VENUE

In accordance with §18-1-401, MCA, Montana law governs this Contract. If there is a dispute under this Contract the Parties will meet in person and attempt to resolve the dispute. If the dispute cannot be settled through negotiation, the parties agree that prior to resorting to litigation they will attempt to settle the dispute by nonbinding mediation administered by a neutral mediator agreed to by the parties.

Both parties waive objection to personal jurisdiction in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Any litigation concerning this bid, proposal, or contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees, except as provided in Section 8, Defense, Indemnification/Hold Harmless.

24. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

24.1. Contract. This Contract consists of 14 numbered pages and an Attachment A and an Attachment B.

24.2. Entire Agreement. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

25. WAIVER

The State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

26. EXECUTION

The parties through their authorized agents have executed this Contract on the dates set out below.

BROADWATER COUNTY

DATE

BY: _____
Darrl Folkvord, County Commissioner Chair

515 Broadway St.
Townsend, MT 59644

DEPARTMENT OF ENVIRONMENTAL QUALITY

DATE

BY: _____
Rebecca Gregg, Procurement Officer

DEQ Operations, Financial Services Bureau
PO Box 200901
Helena, MT 59620-0901

Approved as to Legal Content:

03/24/2024

DATE

DocuSigned by:
BY: *Daron Pettis*
44FB114E/B7/2459...
DEQ Attorney

APPENDIX B: Subdivision Review Fee Calculation							
TYPE OF LOTS <i>Lot fee dispersement \$35 to Co HD/lot & rest to DEQ assuming contract or mixed review, then 80% non-lot fees to Co HD IF we reviewed that item. USE LAST LINE to account for # site evaluations to be reimbursed for a NONCONTRACT file.</i>	Unit	Unit Cost	Number of Units	Total	Contract?	Local Health Dept	DEQ
Subdivision lot fee	lot/parcel	\$160		0		0	0
Condo unit-Trailer court-RV campground lot fee	unit/space	\$60		0		0	0
Resubmittal lot fee--previously approved lot/boundaries not changed	lot/parcel	\$90		0		0	0
WATER SUPPLY SYSTEM							
Individual or shared water supply system (existing/previously approved/proposed)	unit	\$110		0		0	0
Source Specific Mixing Zone Request	well	\$250		0		0	0
Multi-user water system	each*	\$400		0		0	0
<i>*plus \$130 per hour for review in excess of 4 hours</i>	hour	\$130	<i>If Required</i>	<i>To be Invoiced</i>		0	
extension of existing system	Lineal foot	\$0.30		0		0	0
connection to approved existing distribution system	Lot/unit	\$90		0		0	0
Public water system							0
DEQ 1 or DEQ 3 Water System	component	<i>Per ARM 17.38.106</i>		<i>To be Invoiced</i>		0	
WASTEWATER TREATMENT SYSTEM							
Existing and Approved WWT systems	Unit	\$90		0		0	0
New gravity fed system	drainfield	\$120		0		0	0
New pressure-dosed, elevated sand mound, ET system, intermittent sand filter, ETA system, recirculating sand filter, recirculating trickling filter, aerobic treatment unit, nutrient removal, and whole house subsurface drip irrigation systems	Design*	\$180		0		0	0
	drainfield	\$120		0		0	0
<i>*plus \$130 per hour for review in excess of 2 hours</i>	hour	\$130	<i>If Required</i>	<i>To be Invoiced</i>			
Gray water reuse, holding tanks, sealed pit privies, unsealed pit privies, seepage pits, waste segregation systems, experimental systems	unit	\$120		0		0	0
<i>*plus \$130 per hour for review in excess of 2 hours</i>	hour	\$130	<i>If Required</i>	<i>To be Invoiced</i>			
New multiple user wastewater system (nonpublic)	Unit*	Per Type Above					0
<i>*plus \$130 per hour for review in excess of 4 hours</i>	Hour	\$130	<i>If Required</i>	<i>To be Invoiced</i>			
New collection system	Lineal foot	\$0.30		0		0	0
Connection to new multi-user system	lot/unit	\$90		0		0	0
Public wastewater system per DEQ-2 or DEQ-4	component	<i>Per ARM 17.38.106</i>		<i>To be Invoiced</i>		0	
Public - service connection to existing PWWTS	lot/structure	90		0		0	0
Nondegradation determinations/categorical exemption reviews							
individual/shared	drainfield	\$70		0		0	0
<i>*plus \$130 per hour for review in excess of 2 hours</i>	hour	\$130	<i>If Required</i>	<i>To be Invoiced</i>			
multiple-user	lot/structure	\$40		0		0	0
<i>*plus \$130 per hour for review in excess of 2 hours</i>	hour	\$130	<i>If Required</i>	<i>To be Invoiced</i>			
public	drainfield	<i>Per ARM 17.38.106</i>		<i>To be Invoiced</i>			
Source Specific Mixing Zone Request	Drainfield	\$250		0		0	0
Stormwater Review							
Simplified DEQ-8 Review	project	\$130		0		0	0
Standard DEQ-8 Review	project	\$220		0		0	0
	lot	\$50		0		0	0
<i>*plus \$130 per hour for review in excess of 30 minutes</i>	hour	\$130	<i>If Required</i>	<i>To be Invoiced</i>			
Stormwater Exception 17.36.310(6)(c) review	Project	\$130		0		0	0
OTHER							
Review of Revised Lot Layout Document	lot	\$160		0		0	0
Deviation from Circular	Request*	\$250		0		0	0
<i>*plus \$130 per hour for review in excess of two hours</i>	hour	\$130	<i>If Required</i>	<i>To be Invoiced</i>		0	
Waiver from Rules	request*	\$250		0		0	0
<i>*plus \$130 per hour for review in excess of two hours</i>	hour	\$130	<i>If Required</i>	<i>To be Invoiced</i>		0	
Reissuance of original approval statement	request	\$70		0		0	0
Preparation of environmental impact statements/EAS/MEPA Exemption	actual		<i>If Required</i>	<i>To be Invoiced</i>			
TOTAL REVIEW FEE DUE				0			
Fee Dispersement (CONTRACT or NOT as noted above)						0	0
Fee Dispersement (NONCONTRACT = \$35/parcel with onsite WWT)						0	
Minus Check # for 0				=Total due:	0		
<i>Revised 1/1/2024</i>							D

MEMORANDUM OF UNDERSTANDING
BETWEEN BROADWATER COUNTY,
AND GALLATIN COUNTY, MONTANA

This Memorandum of Understanding ("MOU") is made and entered into among Broadwater County and Gallatin County, Montana, both political subdivisions of the State of Montana and acting through their respective boards of county commissioners (the "Parties");

WHEREAS, Broadwater County received a Montana Coal Endowment Program ("MCEP") grant from the Montana Department of Commerce, Community Development Division;

WHEREAS, Broadwater County received a FY2024 Senate Bill 536 ("SB536") grant from the Montana Department of Transportation;

WHEREAS, the project funded by the MCEP and SB536 grants is the removal and replacement of the western-most Old Town Bridge (MDT Structure #02352) (the "Project");

WHEREAS, the western-most Old Town Bridge (MDT Structure #02352) is approximately 204-feet long and spans the Jefferson River;

WHEREAS, the south side of the Old Town Bridge is located within Gallatin County and the north abutment of the bridge is located within Broadwater County;

WHEREAS, the bridge serves Broadwater County residents on the north side of the bridge, as the county line lies approximately 0.25 miles from the bridge's end;

WHEREAS, the western-most Old Town Bridge is in need of replacement as it is an antiquated, single-lane bridge with a load limit of 7 tons;

WHEREAS, through the Project, the Parties will replace the western-most Old Town Bridge with a new bridge able to carry legal loads and function with two lanes of traffic; and

WHEREAS, the Parties desire to memorialize their agreement regarding the scope of the Project, the funding, and the operation and maintenance of the new bridge.

NOW, THEREFORE, the Parties mutually covenant and agree as follows:

1. **PROJECT SCOPE.** The Parties understand and agree that the scope of the Project is to remove the existing western-most Old Town Bridge and replace it with a new, two-lane bridge capable of carrying legal weight loads.
2. **PROJECT CONTRIBUTIONS.** With Broadwater County's MCEP and SB536 grant awards for the Project, Gallatin County commits to provide matching funds as proposed below:

A. Gallatin County contributed, in cash, EIGHTEEN THOUSAND DOLLARS (\$18,000) for the completion of a preliminary engineering report for the MCEP grant application;

B. Gallatin County will contribute, in cash, ONE HUNDRED THIRTY-ONE THOUSAND THREE HUNDRED FORTY-ONE DOLLARS (\$131,341.00);

3. PAYMENT. Payment of Gallatin County's contribution shall be paid as proposed below:

A. Gallatin County paid EIGHTEEN THOUSAND DOLLARS (\$18,000) directly to the engineering firm, Stahly Engineering, for completion of the preliminary engineering reports for the MCEP grant application.

B. Gallatin County will reimburse Broadwater County on a quarterly basis its proportionate share of project expenses incurred up to ONE HUNDRED THIRTY-ONE THOUSAND THREE HUNDRED FORTY-ONE DOLLARS (\$131,341.00) based on reports submitted to Gallatin County by Broadwater County or their grant administrator.

4. LONG-TERM OPERATION & MAINTENANCE. The long-term operation and maintenance of the western-most Old Town Bridge will continue to be funded by Gallatin County.

5. DURATION. This MOU will remain in effect until terminated in writing pursuant to Section 5 below.

6. TERMINATION. A party may terminate its participation in this MOU upon thirty (30) days advance written notice to the other party if the other party materially fails to comply with the MOU's terms.

GENERAL PROVISIONS.

A. Each party shall solely be responsible for any and all claims, demands, and causes of action filed by third parties arising out of the activities of the party's own officers, employees, or agents pursuant to this MOU.

B. All notices made pursuant to this MOU shall be delivered by certified mail to the Parties at the following mailing addresses:

Broadwater County Commission
515 Broadway Street
Townsend Montana 59644

Gallatin County Commission
311 West Main Street
Bozeman, Montana 59718

- C. This MOU shall be governed and interpreted according to the laws of the State of Montana.
- D. Section headings are for convenience only and are not intended to define or limit any provisions of this MOU.
- E. The provisions of this MOU are independent and severable, and the invalidity, partial invalidity, or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision.
- F. The waiver or failure to enforce any provision of this MOU shall not operate as a waiver of any future breach, of any such provision or any other provision. No covenant, term, or condition of this MOU shall be deemed waived by either party unless such waiver shall be reduced to writing and signed by the Parties.
- G. This document represents the entire and integrated agreement among the Parties and supersedes all prior negotiations, agreements, or representations, either written or oral.
- H. This MOU may be amended only by written instrument signed by the Parties.
- I. The Parties respectively, bind themselves, their successors, assigns and legal representatives to the other party and to the successors, assigns and legal representatives with respect to, all covenants, terms, or conditions of this MOU. No party may assign this MOU without the written consent of the other two parties.
- J. The original signed MOU will be filed with the Gallatin County Clerk and Recorder. A copy of the original signed MOU has the same force and effect as the original.
- K. The Parties will execute any additional documents and cooperate as reasonably necessary to effectuate the terms of this MOU.

[SIGNATURE PAGE FOLLOWS]

BROADWATER COUNTY, MONTANA

Darrel Folkvord, Chair
Board of County Commissioners

Date

ATTEST:

Angie Paulsen, Clerk & Recorder

Date

GALLATIN COUNTY, MONTANA

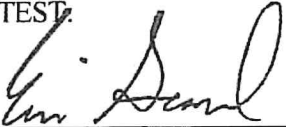


Scott MacFarlane, Chair
Board of County Commissioners

4/16/24

Date

ATTEST:



Eric Semerad, Clerk & Recorder

4/16/24

Date

By:  Deputy