



2501 Belt View Drive
 Helena, MT 59601
 Phone (406) 449-8627
 Fax (406) 449-8631
www.greatwesteng.com

LETTER OF TRANSMITTAL

To: Broadwater County
 Of:
 Address: 515 Broadway
 Townsend MT 59644
 Phone:

Date: July 6, 2020
 Project: Broadwater County Subdivision Regulations
 Project No.: 1-19117
 Subject: Consultant Agreement
 Fax:

We transmit: As requested Attached Under separate cover
 Via: Mail e-Mail Courier Overnight delivery Fax

# of Copies	Description
2	Consultant Agreement

Our action: Reviewed Not approved Approved See remarks
 Action requested: Review and comment Approve / Accept
 Make corrections noted Revise and resubmit
 For your information and use

Remarks:

Please find enclosed two signed copies of the Consultant Agreement for Professional Services. If acceptable, sign both copies, **retain one** for your records and return one to our office. Please contact me if you have any questions.

From: Jerry Grebenc e-mail address: jgrebenc@greatwesteng.com
 Phone: 406-495-6153 cc: Project file

If enclosures are not as noted, please notify the sender immediately.



**CONSULTANT AGREEMENT
FOR PROFESSIONAL SERVICES**

This *Consultant Agreement for Professional Services* ("Agreement") is entered into as of July 6, 2020 between Great West Engineering, Inc., located at 2501 Belt View, Helena, MT 59601 ("Great West"), and Broadwater County, located at 515 Broadway, Townsend, MT 59644 ("Client"). The parties agree as follows:

- I. **Project.** Client desires to engage Great West to perform certain consulting, design, advisory, and/or surveying services for the "Project":

Update of the County Subdivision Regulations

- II. **Scope of Services.** Great West shall perform the following services for the Project ("Services"):

Exhibit A - Scope of Work

- III. **Payment.** Client shall pay Great West as compensation for the Services an amount not to exceed \$11,000.00

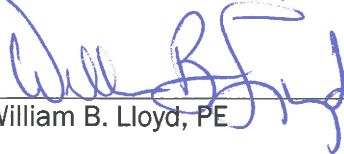
- IV. **Standard Provisions.** The standard provisions for this *Agreement* are stated on page 2.

- V. **Additional Provisions.** The following additional provisions shall apply to this *Agreement*:

Exhibit B - CDBG Supplemental Conditions

- VI. **Authorization.** Persons executing this *Agreement* represent that they have the requisite authority and power to execute this *Agreement* on behalf of their respective employers.

GREAT WEST ENGINEERING, INC.



William B. Lloyd, PE

President

BROADWATER COUNTY

Darrel Folkvord

Broadwater County Commission Chair

STANDARD PROVISIONS

1. Payments.

1.1 Monthly Invoices. Monthly invoices shall be issued for all Services performed under this *Agreement*.

1.1.1 Lump Sum. Invoices for a lump sum contract are based on percentage of work completed; and the contract amount may be increased for any unanticipated event, which is beyond Great West's control and which increases the level of Services required to complete Project.

1.1.2 Time and Materials. Invoices for a time and materials contract are based on the hourly rates set forth in Great West's prevailing *Schedule of Billing Rates*, which may be amended from time to time, plus expenses.

1.1.3 Retainers. Retainers are applied toward final invoice.

1.2 Expenses. Expenses include all out-of-pocket costs for technical, professional and clerical services and for transportation, meals and lodging, laboratory tests and analyses, telephone, printing, copying, and binding. Expenses are billed at 1.10 times invoice amount, and Client shall pay all governmental fees, permits and charges.

1.3 Payment Date. Invoices are due and payable within thirty (30) days after date of invoice.

1.4 Past Due Accounts. Any invoice not paid within thirty (30) days after date of invoice shall bear interest at 10%.

1.5 Stop Work. Great West may stop work on Project and withhold delivery of all Services until Client's obligations then due and owing to Great West are paid in full.

1.6 Disputes. Invoices shall outline Services performed and all related charges and expenses. Disputes regarding an invoice shall be forwarded in writing to Great West within twenty (20) days of date of invoice. If Client does not dispute an invoice within the prescribed time, the invoice is deemed accurate and due and payable.

1.7 Estimates. Estimated amounts for Services performed on an hourly or cost plus fee bases are only estimates and may not accurately reflect the ultimate charges to Client.

2. Notice to Proceed. This *Agreement* constitutes Client's notice to proceed with Services once it is signed by Client and Consultant.

3. Subconsultants. With Client's approval, Great West may retain subconsultants to perform Services for Project.

4. Extra Work. If Client desires work to be performed beyond the Services described in this *Agreement* ("*Extra Work*"), Client must authorize the *Extra Work* by signing a written amendment, signed and agreed upon by Consultant. If written amendment is impracticable, then a written or electronic statement authorizing the *Extra Work* is required.

5. Delay of Project. If Project is delayed by circumstances beyond Great West's control for thirty (30) days or more, Client shall pay Great West a remobilization fee equal to ten percent (10%) of contract amount or Ten Thousand Dollars (\$10,000), whichever is less.

6. Safety and Construction. Great West is not responsible for construction means, methods, techniques, sequences of procedures, or safety precautions and programs related to work performed by contractors, subcontractors, or anyone else associated with Project.

7. Cost Estimates. Great West does not warrant construction cost estimates.

8. Use of Documents. Great West retains ownership of all documents and work product under this *Agreement*, and Client may only use such documents and work product in connection with the Project.

9. Professional Standards. Great West shall perform Services according to the standard of care ordinarily exercised under similar conditions by similarly qualified professionals who are currently practicing in the area where Great West is located. Great West makes no express or implied warranties.

10. Indemnity. Great West and Client shall indemnify and hold each other harmless from and against all claims, liabilities, actions, damages and expenses made by third parties to the extent caused by or resulting from negligent acts, wrongful acts, errors, or omissions related to or arising out of their respective performances in connection with the Project.

11. Limitation of Liability. Great West's liability for its acts, errors or omissions is limited to the total fee for Services performed under this *Agreement*. Client waives all other damages.

12. Alternative Dispute Resolution. Unresolved disputes, controversies and claims relating to performance of Services shall be initially referred to mediation prior to initiating any other adjudicatory option.

13. Termination. This *Agreement* may be terminated upon thirty (30) days written notice to the other party. In such event, Client shall pay Great West for all Services performed and for all expenses incurred to and including date of termination. In addition, Client shall pay Great West to archive the project files.

14. Dates. All time periods refer to calendar days unless otherwise stated.

15. Montana Law Governs; Venue. This *Agreement* is to be performed in the State of Montana and is made and entered into under the laws of the State of Montana and shall, in all respects, be interpreted, enforced, and governed under the internal laws (and not the conflicts of laws rules) of the State of Montana. In the event legal proceedings are commenced with regard to, arising out of or related to any provision of this *Agreement*, Client and Great West Engineering, Inc. agree that venue shall be the First Judicial District Court of Montana, located in Helena, Montana.

16. Survival. The provisions of this *Agreement* shall survive its termination and completion of Services.

17. Complete Agreement. This *Agreement* constitutes the complete and final understanding between the parties and may only be amended by written agreement between the parties.

**APPENDIX A
SCOPE OF WORK
UPDATE OF BROADWATER COUNTY SUBDIVISION REGULATIONS**

Tasks	Task Responsibility	Schedule
<p><u>DISTRIBUTION OF TEMPLATE TO PLANNING BOARD.</u> The current Broadwater County Subdivision Regulations will be provided to the County Planning Board for the Board's review prior to the first work session. GWE will mail hardcopies to the County Planning Department and the Department staff will distribute to the Board members.</p>	County and GWE	August 2020
<p><u>PLANNING BOARD WORK SESSION (1st).</u> The Board will hold a work session at the County Courthouse to discuss the regulation template, ask questions of GWE staff and identify any initial edits that the Board would like to see made to the document.</p>	County and GWE	September 2020
<p><u>EDITING THE DRAFT REGULATIONS (1ST ROUND).</u> GWE will edit the draft regulations to reflect the guidance received from the Planning Board at the first work session. Edits to specific sections will be emailed or mailed to the County Planning Department for the Board to pickup for their review prior to the 2nd and work session.</p>	GWE	September 2020
<p><u>PLANNING BOARD WORK SESSION (2nd).</u> The Board will hold a second work session at the County Courthouse to discuss the working draft of the regulations, ask questions of GWE and to identify any additional edits that the Board would like to see made to the document.</p>	County and GWE	October 2020
<p><u>EDITING THE DRAFT REGULATIONS (2nd ROUND).</u> GWE will edit the draft regulations to reflect the guidance received from the Planning Board at the second work session. Edits to specific sections will be emailed or mailed to the County Planning Department for the Board to pickup for their review prior to the 3rd and final work session.</p>	GWE	October 2020
<p><u>PLANNING BOARD WORK SESSION (3rd).</u> The Board will hold a third work session at the County Courthouse to discuss the working draft of the regulations, ask questions of GWE and to identify any additional edits that the Board would like to see made to the document.</p>	County and GWE	November 2020
<p><u>EDITING THE DRAFT REGULATIONS (3rd ROUND).</u> GWE will edit the draft regulations to reflect the guidance received from the Planning Board at the third work session.</p>	GWE	November 2020
<p><u>POSTING AND PUBLIC REVIEW OF DRAFT REGULATIONS.</u> GWE will provide the County with an electronic version of the Planning Board's public review draft for posting on the County website. The County will handle posting the document on the website. In addition, GWE will provide the County</p>	County and GWE	December 2020

Tasks	Task Responsibility	Schedule
with 10-hardcopies of the public review draft of the regulations for County residents to pick up for review from the Courthouse. The hardcopies will be mailed to the County Planning Department.		
<u>PLANNING BOARD HEARING.</u> The Planning Board will hold a hearing on the public review draft of the subdivision regulations. The County will handle the legal notifications for the hearing and GWE staff will attend the hearing to answer questions and to document resident input and advice.	County and GWE	January 2021
<u>FINAL EDITS TO THE DRAFT REGULATIONS.</u> Based upon input received at the Planning Board's hearing, GWE will make edits to the public review draft regulations in preparation for the County Commission's hearing on the regulations	GWE	January – February 2021
<u>POSTING AND AVAILABILITY OF FINAL DRAFT REGULATIONS.</u> GWE will provide the County with an electronic version of the final draft for posting on the County website. The County will handle posting the document on the website. In addition, GWE will provide the County with 10-hardcopies of the final draft for County residents to pick up for review from the Courthouse. The hardcopies will be mailed to the County Planning Department.	County and GWE	February 2021
<u>COUNTY COMMISSION HEARING.</u> The County Commission will hold a public hearing on the final draft of the regulations. GWE staff will attend the hearing to answer questions and to document resident input and advice.	County and GWE	March 2021
<u>EDITS TO THE ADOPTED REGULATIONS.</u> Based upon input received from the County Commission, GWE will make the final edits to the regulations in preparation for the County Commission's adoption of the regulations	GWE	April 2021

EXHIBIT B

CDBG SUPPLEMENTAL CONDITIONS

1. LIAISONS.

For the Owner (Grantee):

Broadwater County
515 Broadway Street
Townsend, MT 59644
406-846-9721

For the Engineer:

Great West Engineering, Inc.
PO Box 4817
2501 Belt View Drive
Helena, MT 59604
406-449-8627

2. INDEPENDENT CONTRACTOR. It is understood by the parties hereto that the Engineer is an independent contractor and as such, neither it nor its employees, if any, are employees of the Owner for purposes of tax, retirement system, or social security (FICA) withholding.

3. EFFECTIVE DATE AND TIME OF PERFORMANCE. This Contract shall take effect upon execution by the parties and will terminate upon completion of the SCOPE OF SERVICES hereunder as determined by the Owner unless terminated earlier in accordance with the terms of this Contract. The activities to be performed by the Engineer will be completed according to the schedule attached hereto as Exhibit A and specifically incorporated herein by this reference.

4. SCOPE OF SERVICES. The Engineer will perform the following services:

The project will involve an update of the County Subdivision Regulations. Refer to Exhibit A for the scope of services.

It is understood and agreed by the parties that the services of the Engineer do not include any of the following: the disbursement or accounting of funds distributed by the Owner's financial officer, legal advice, fiscal audits, or assistance with activities not related to the CDBG project.

5. COMPENSATION. Neither the cost of architectural, engineering or grant administrative services plus a percentage of that cost method nor the percentage of construction cost method will serve as the basis for compensating the engineer or grant administrator for its services provided under this Contract.

For the satisfactory completion of the services to be provided under this Contract, the Owner will pay the Engineer a sum not to exceed **\$11,000.00** in the manner outlined in the attached Exhibit A, attached hereto and specifically incorporated herein by this reference. Each specific

service the Engineer will provide under this Contract, and the maximum amount that the Owner will pay the Engineer for each of these services is set forth in the attached Exhibit A.

The amount to be paid will be calculated according to the hourly billing rates for the various personnel as described in Exhibit A. The Engineer may submit monthly requests for payment, based on actual work performed, which must be accompanied by an itemized invoice describing the services furnished, the number of hours worked to accomplish each item, the amount being billed for each item, a description of any other eligible expenses incurred during the billing period, and the total amount being billed.

6. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING. The Engineer may not assign, transfer, or subcontract its rights (including the right to compensation) or duties arising hereunder without the prior written consent of the Owner. Any subcontractor or assignee will be bound by the terms and conditions of this Contract.
7. CONTRACT AMENDMENT. Except as otherwise set forth herein, this Contract may not be enlarged, modified, or altered except upon written agreement by all parties to the Contract.
8. PRE-CONSTRUCTION CONFERENCE. Before the start of construction (if applicable), a conference will be held for the purpose of familiarizing the successful bidder with the Federal and State requirements that apply to projects funded in whole or in part by a Community Development Block Grant (CDBG). The conference will also include a discussion of project supervision, coordination with city or county officials, on-site inspections, progress schedules and reports, payrolls, payments to contractors, contract change orders, insurance, safety, and other issues pertinent to the project. The Engineer may be responsible for conducting this conference.
9. CONDITIONAL AGREEMENT. It is expressly understood by the parties hereto that this Contract is dependent and conditioned upon the receipt by the Owner of CDBG funds from the Department and that if said funds are not provided, the Owner incurs no responsibilities or liabilities under this Contract.
10. TERMINATION OF CONTRACT. This Contract may only be terminated in whole or in part as follows:
 - a) Termination due to loss of funding. The Owner may, at its sole discretion, terminate or reduce the scope of this Contract if available CDBG funding is eliminated or reduced for any reason. If a termination or modification is required, the Owner will, to the extent permitted by available CDBG funds, compensate the Engineer for eligible work elements the Engineer has completed and for approved, eligible, reasonable, and necessary expenses incurred by the Engineer as of the revised termination date. The Owner will give the Engineer written notice of the effective date of the modification or termination of this Contract and, if a reduction in funding is required, will provide the Engineer with a modified Project budget.

b) Termination for cause.

- i. If the Owner determines that the Engineer has failed to comply with the terms and conditions of the Contract, the Owner may terminate this Contract in whole or in part at any time. The Engineer will thereafter be entitled to receive payment for those services reasonably performed to the date of termination less the amount of reasonable damages suffered by the Owner because of the Engineer's failure to comply with this Contract.

Any costs or expenses incurred by the Engineer from obligations arising during a suspension or after termination of this Contract are not allowable unless the Owner expressly authorizes them in the notice of suspension or termination or subsequently in writing thereafter. Other necessary and not reasonably avoidable Engineer costs incurred during suspension or after termination are allowable if:

- 1) They result from obligations properly incurred by the Engineer before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, non-cancellable; and
- 2) The costs would be allowable if the Contract were not suspended or expired normally at the end of the funding period in which the termination takes effect.

- ii. Notwithstanding the above, the Engineer is not relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of this Contract by the Engineer, and the Owner may withhold any payments to the Engineer for the purpose of setoff until such time as the exact amount of damages due the Owner from the Engineer is determined.

11. AVOIDANCE OF CONFLICT OF INTEREST. The Engineer covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the CDBG project that would conflict in any manner or degree with the performance of its services hereunder. The Engineer further covenants that, in the performing this Contract, it will employ no person who has any such interest. The Engineer will comply with the provisions of the applicable HUD regulations of 24 C.F.R. Parts 84, 85, and 570.611, and with sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, (as applicable) regarding the avoidance of conflict of interest.

12. DOCUMENTS INCORPORATED BY REFERENCE. The Owner's application to the Department for CDBG funding, submitted in 2018, including any written modifications resulting from the review of the application by the Department, and all applicable federal, state, and local laws, rules, and regulations, are incorporated into this Contract by this reference and are binding upon the Engineer.

13. OWNERSHIP AND PUBLICATION OF MATERIALS. All reports, information, data, and other materials prepared by the Engineer pursuant to this Contract are the property of the Owner, and the Department, which both have royalty-free, non-exclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, in whole or part, such property and any information relating thereto. Any reuse without written verification or adaptation by the Engineer for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Engineer. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the Owner, and the Department.

To the extent the CDBG funds dispersed under this Contract will be used by any small business firm or non-profit organization, as defined in 37 C.F.R. 401.2, such firm(s) or organization(s) are subject to the standard patent rights clause set forth in its entirety in 37 C.F.R. 401.14 and specifically incorporated herein by this reference.

14. ACCESS TO AND RETENTION OF RECORDS. The Engineer agrees to provide the Owner, the Department, HUD, Comptroller General of the United States, Montana Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. The Engineer agrees to create and retain records supporting the services rendered or supplies delivered for a period of four (4) years after either the completion date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Engineer's offices in Helena, Montana.
15. PROJECT MONITORING. The Owner, the Department, or any of their authorized agents may monitor and inspect all phases and aspects of the Engineer's performance to determine compliance with the SCOPE OF ACTIVITIES, and other technical and administrative requirements of this Contract, including the adequacy of the Engineer's records and accounts. The Owner will advise the Engineer of any specific areas of concern and provide the Engineer opportunity to propose corrective actions acceptable to the Owner.
16. JURISDICTION AND VENUE. This Contract is governed by the laws of Montana. The parties agree that any litigation concerning the 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.

This Contract will be construed under and governed by the laws of the State of Montana.

17. INDEMNIFICATION. The Engineer agrees to protect and save the Owner and the State, their elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character arising in favor of the Engineer's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or

omissions of services or in any way resulting from the intentional negligent acts or omissions of the Engineer and/or its agents, employees, representatives, assigns, and subcontractors.

18. INSURANCE.

- a) General Requirements. The Engineer shall maintain for the duration of this Agreement, at its cost and expense, primary liability 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 duties and obligations in this Contract by the Engineer, its agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
- b) Primary Insurance. The Engineer's insurance coverage shall be primary insurance with respect to the Owner, the Department, the State of Montana, and their elected or appointed officers, officials, employees, or volunteers. The Owner and the State's insurance coverage is excess to the Engineer's insurance coverage and shall not contribute with it.
- c) General Liability Insurance. The Engineer shall purchase and maintain Commercial General Liability (Occurrence coverage), to include bodily injury, personal injury, and property damage, with combined single limits of \$1,000,000 per occurrence and \$2,000,000 per aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Engineer or its officers, agents, employees, representatives, assigns, or subcontractors. The Owner, the State, the Department, and their officers, officials, employees, and volunteers are to be covered and listed as additional insured's for liability arising out of activities performed by or on behalf of the Engineer, including the insured's general supervision of the Engineer; products and completed operations; premises owned, leased, occupied, or used.
- d) Specific Requirements for Professional Liability. The Engineer shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of the Engineer or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Engineer may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are made (filed) after the cancellation or expiration date of the policy.
- e) General Provisions. All insurance coverage shall be placed with a carrier licensed to do business in the State of Montana with a Best's rating of at least A-. All certificates and endorsements are to be received by the Owner prior to beginning any use, occupancy, operation, or management of the subject property under this Contract. The Engineer shall notify the Owner immediately of any material change in insurance coverage, such

as changes in limits, coverage, change in status of policy, etc. The Owner reserves the right to request complete copies of the Engineer's insurance policies at any time, including endorsements.

19. COMPLIANCE WITH NONDISCRIMINATION LAW. The Grantee (Owner) must, in performance of work under the Contract, fully comply with all applicable federal, state, or local nondiscrimination laws, rules, and regulations, including but not limited to the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 109 of the Housing and Community Development Act of 1974, Section 3 of the Housing and Urban Development Act of 1968, Executive Order 11246 of Sept. 24, 1965, and Section 504 of the Rehabilitation Act of 1973. Any contracting, subletting or subcontracting by the Grantee (Owner) subjects Engineers, contractors, subcontractors, and sub recipient entities to the same provision. In accordance with Mont. Code Ann. § 49-3-207, the Grantee (Owner) agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications, and there will be no discrimination based on race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Contract.
20. CIVIL RIGHTS ACT OF 1964. The Engineer will abide by the provisions of the Civil Rights Act of 1964 which states that under Title VII, no person may, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
21. COMPLIANCE WITH WORKERS' COMPENSATION ACT. Engineers are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the Owner under this Contract. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status. Neither the Engineer nor its employees are employees of the Owner or the State of Montana. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and any renewal documents must be sent to the Owner.
22. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. The Engineer will comply with the following provision:

No person in the United States may on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program or activity.

23. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968. The Engineer will ensure that to the greatest extent feasible, opportunities for training and employment arising in connection with this CDBG-assisted project will be extended to lower income project area residents. Further, the Engineer will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area, in the award of contracts and purchase of services and supplies.
24. MINORITY BUSINESS ENTERPRISE. Consistent with the provisions of Executive Order 11246, the Engineer will take affirmative steps to assure that minority businesses are used when possible as sources of supplies, equipment, construction, and services. Additionally, the Engineer will document all affirmative steps taken to solicit minority businesses and will forward this documentation along with the names of the minority subcontractors and suppliers to the local government CDBG recipient upon request.
25. LEGAL FEES. In the event either party incurs legal expenses to enforce the terms and conditions of this Contract, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without a suit.
26. ELIGIBILITY. The Engineer certifies that the Engineer's firm and the firm's principals are not debarred, suspended, voluntarily excluded, or otherwise ineligible for participation in federally assisted contracts under Executive Order 12549, "Debarment and Suspension." (24 CFR 24.505)
27. DEBARMENT. The Engineer certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or sub-recipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any governmental department or agency. If the Engineer cannot certify this statement, attach a written explanation for review by the Owner.

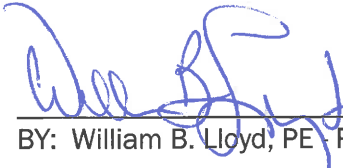
The Engineer certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or sub-recipient entities are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

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

29. SEPARABILITY. A declaration by any court, or any other binding legal source, that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract unless the provisions are mutually dependent.
30. NOTICE. All notices required under the provisions of the Contract must be in writing and delivered to the parties' liaisons as identified herein either by first class mail or personal service.
31. REFERENCE TO CONTRACT. The Contract number must appear on all invoices, reports, and correspondence pertaining to the Contract.
32. NO ARBITRATION. Unless otherwise agreed to in writing or provided for by law, arbitration is not available to the parties as a method of resolving disputes that would arise under this Contract.
33. NO WAIVER OF BREACH. No failure by the Department to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any event of breach shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the Department to enforce each and all of the provisions hereof upon any further or other breach on the part of the Grantee (Owner).
34. INTEGRATION. The Contract contains the entire agreement between the parties, and no statements, promises, or inducements of any kind made by either party or the agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the 6th day of July, 2020.

GREAT WEST ENGINEERING, INC.:


BY: William B. Lloyd, PE, President

DATE: _____

BOARD OF COUNTY COMMISSIONERS
BROADWATER COUNTY, MONTANA

BY: Darrel Folkvord, Chair

DATE: _____