

Lewis and Clark County, Montana
Request for Qualifications
2025-2026 Snow Removal and Related Services for the
Helena Valley Rural Improvement Districts

Notice is hereby given that the Board of County Commissioners of Lewis and Clark County, Montana, are soliciting statements of qualifications (SOQ) from interested parties for snow removal, sanding, and related services on roadways with rural improvement districts (RIDs) in Lewis and Clark County. The County will utilize selected contractors for snow removal and related services through the 2025/2026 winter season.

The complete solicitation is available online at <https://www.lccountymt.gov/Government/Grants-and-Purchasing/Bids-and-Proposals-Current>. Questions related to this solicitation must be directed only to the designated point of contact for this solicitation: Jade Wills, Administrative Assistant, jwills@lccountymt.gov. A cone of silence is established for this solicitation which prohibits any respondent, or entity with financial interest in the contract award, from communicating regarding the solicitation with any Lewis and Clark County elected official, employee, or agent other than the designated point of contact.

The deadline for SOQs to be delivered to the Lewis and Clark County Public Works Office, located at the Lewis and Clark County Public Works Shop Complex, 3402 Cooney Drive, Helena, MT 59602, is on or before 4:00 PM local time on October 20, 2025. The sealed envelope containing the SOQ must be labeled, "Snow Removal SOQ." Late SOQs are not accepted.

The County reserves the right to reject any or all SOQs received, to waive informalities, to postpone the solicitation for a period not to exceed 60 days, and to accept the SOQ that is in the best interest of the County. Respondents shall be bound to the terms and conditions listed in the solicitation.

This solicitation is being offered in accordance with federal and state statutes and county regulations governing procurement. SOQs become the property of Lewis and Clark County. The County is not responsible for costs associated with preparing a SOQ.

Published in the Helena Independent Record on Saturday, September 20, 2025, and Saturday, September 27, 2025.



LEWIS AND CLARK COUNTY

Public Works Department

Introduction

Lewis and Clark County (hereafter, the “County”) is soliciting Statements of Qualifications (SOQ) to create a roster of qualified contractors to perform snow removal and related services within Rural Improvement Districts (RIDs) in Lewis and Clark County. The County will utilize the selected contractors through an on-call basis for the 2025/2026 winter season.

The County will review SOQs according to the criteria within this request. Once rostered, contractors will be required to supply a list of hourly rates for each snow removal equipment listed in the SOQ. Snow removal will be offered to the roster and contractor selections will be made based on cost, availability, equipment, and experience. Any individual project with a total cost over \$25,000 will require a separate contract and be subject to retainage, prevailing wages, and certified payroll reporting.

The County will oversee quality control, and contractors shall supply correct signage in accordance with the Manual on Uniform Traffic Control Devices for the safety of the traveling public during onsite work if needed, unless other arrangements are made through the County.

Scope of Services

Contractors will be requested to plow snow and/or apply sand to specific residential roads or other county properties as directed by the County. On occasion, heavy sanding may be requested, beyond what is normally applied. Rostered contractors will have the opportunity to include the cost for this additional service during contract negotiations.

County may order snow removal or related services directly for RIDs or set up trigger points for specific RIDs through solicitation. If a trigger point is established with a contractor in a specific RID or RIDs, the contractor shall remove snow when a snow event reaches the trigger point threshold established within the RID or RIDs.

Conduct of Solicitation

A cone of silence shall be established on all Lewis and Clark County formal solicitation processes. The cone of silence prohibits any communication regarding a formal solicitation between any offeror (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) and any Lewis and Clark County elected official, employee, or agent other than the designated point of contact for

the solicitation. The designated point of contact for this solicitation is Jade Wills, Administrative Assistant II, jwills@lccountymt.gov, (406) 447-8372.

The cone of silence shall be in effect from the time of posting the formal solicitation on the County's website and until the County issues a Notice of Intent to Award, cancels the solicitation, or otherwise takes action to end the selection process.

Violations of the cone of silence may be grounds for disqualification from the selection process. The cone of silence shall not apply to communications at any public proceeding or meeting. In order to ensure a fair and objective evaluation of all SOQs, all questions regarding the RFQ must be submitted to the point of contact listed below on or before September 30, 2025. An addendum containing responses to questions received will be posted on the County's website at <https://www.lccountymt.gov/Government/Grants-and-Procurement/Bids-and-Proposals-Current> no later than October 3, 2025. It is the responsibility of each respondent to check the website if interested in the questions received and the respective responses provided by the County. Under no circumstances may respondents contact any County staff member, agent, or elected official directly regarding this solicitation. All communications regarding this RFQ shall be directed to the designated point of contact.

Solicitation Timeline

Publication of Notices	September 20, September 27, 2025
Questions Due	September 30, 2025
Responses to Questions Posted on Website	October 3, 2025
SOQs Accepted Beginning Date	October 6, 2025
SOQ Final Acceptance Date	October 20, 2025

SOQ Submission Requirements

- Respondents shall submit **one (1) copy** of the Statement of Qualifications (SOQ)
- SOQs must be received no later than 4:00 PM on October 20, 2025
- SOQs must be sealed and prominently marked "**Snow Removal SOQ**", and submitted to:
Lewis and Clark County Public Works Department
Attention: Snow Removal SOQ
3402 Cooney Drive
Helena, MT 59602
- SOQs will be unsealed upon receipt beginning October 6, 2025, evaluated, and contracts offered immediately upon approval of qualifications. All SOQs must be received by October 20, 2025, to be considered for a contract.
- Respondents with questions related to this solicitation shall contact Jade Wills, at jwills@lccountymt.gov or (406) 447-8372. Questions may be submitted until 4:00 PM on September 30, 2025. Responses to questions will be posted to the County's website no later than October 3, 2025.
- A determination may be made of the respondent's financial and operational stability to serve the County. Only SOQs from financially responsible organizations, as determined by the County, which are presently engaged in the business of providing snow removal

- and related services shall be considered.
- The County reserves the right to contact the selected respondent's current and prior clients prior to the award of a contract.
- Any costs associated with the preparation of SOQs, product demonstrations, or any expenses related to responding to this solicitation are the sole responsibility of the respondent.

SOQ Content Requirements

- Name, address, contact information, Tax ID Number, Contractor Registration Number, and authorized signature of official approving the statement of qualifications.
- List of available equipment.
- A minimum of two (2) references from similar projects completed within the last year.

Types of equipment and a minimum of two (2) references should be summarized on the incorporated worksheet and submitted with the completed signature page.

The County intends to solicit from the roster, the most qualified contractors for the work being solicited based on the following criteria: cost, availability, equipment, and experience.

Insurance

General Liability Insurance – Contractor shall maintain general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of one million dollars (\$1,000,000) for each occurrence (minimum) and two million dollars (\$2,000,000) aggregate. The County must be listed as an additional insured on the liability insurance certificate.

Workers Compensation Insurance – Contractor shall maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana or provide a Workers Compensation Exemption Certificate.

Automobile Liability Insurance – Contractor shall maintain automobile liability from an insurance carrier licensed to do business in the State of Montana with the following limits:

- a) Bodily Injury:

Each Person	\$1,000,000
Each Accident	\$1,000,000
- b) Property Damage:

Each accident	\$1,000,000
(or)	
Combined Single Limit of	\$1,000,000
- c) Automobile Coverage to Include:
 - a. All owned Autos
 - b. All Hired Autos
 - c. All Non-Owned Autos

Contractor's Automobile Liability Insurance may be satisfied by primary insurance or a

combination of primary and excess or umbrella insurance. The same excess or umbrella insurance may also be used to satisfy the limits of General Liability Insurance and/or Employer's Liability. Proof of general liability, workers compensation insurance and automobile liability insurance shall be provided to the County upon contract execution and prior to commencing any work.

Selection

All qualified respondents will be offered a contract. A contract is not a guarantee that services will be solicited. To be qualified, respondents must:

1. Be a registered Contractor with the State of Montana in good standing;
2. Be able to meet all insurance requirements;
3. Submit a Statement of Qualifications by October 20, 2025, at 4:00 PM; and
4. Only responsible contractors will be considered for contract award. Responsibility is determined by the capability in all respects to fully perform the contract requirements with the integrity and reliability that will assure good faith performance. Past performance on Lewis and Clark County projects may be a factor in determining a respondent's responsibility.

Compensation

Each RID must be invoiced separately for work completed and invoices shall be submitted within 30 days of completion. Invoices shall include:

- Contractor/Company name;
- RID name;
- Date of service;
- Invoice number;
- Type of service(s) performed;
- Hourly cost for service(s) that matches contract schedule of billing rates;
- Cost of materials provided above a typical sanding (for heavy applications of sand); and
- Total cost for service.

This solicitation is being offered in accordance with federal and state statutes governing procurement of professional services. Accordingly, Lewis and Clark County reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed, as well as the right to reject any and all SOQs deemed unqualified, unsatisfactory, or inappropriate.

STATEMENT OF QUALIFICATIONS

The following is a list of equipment available to perform listed activities:

EQUIPMENT LIST:

REFERENCE 1:

Contact Name:	
Business Name:	
Address:	
Telephone:	
Email:	
Project Type/Date:	

REFERENCE 2:

Contact Name:	
Business Name:	
Address:	
Telephone:	
Email:	
Project Type/Date:	

THE UNDERSIGNED RESPONDENT has become familiar with the services solicited by Lewis and Clark County. The Respondent agrees to follow and abide by all laws required in the State of Montana and Lewis and Clark County. The Respondent, having satisfied themselves of the services, does submit the statement of qualifications as follows:

THE RESPONDENT HEREBY PROPOSES AND AGREES, if this SOQ is accepted, to enter into an Agreement, and assumes all obligations, duties, and responsibilities specified herein:

THE UNDERSIGNED RESPONDENT HEREBY CERTIFIES:

1. This statement of qualifications is genuine and is not made in the interest of, or in the behalf of, any undisclosed person or firm, and is not submitted as a result of any agreement with any association, corporation, or group.
2. The Respondent has not directly or indirectly induced or solicited any other Contractors to put in a false or sham statement of qualifications.
3. The Respondent has not solicited or induced any person or firm to refrain from also submitting a statement of qualifications.
4. The Respondent has not sought by collusion to obtain any advantage over any other Respondent or over Lewis and Clark County.

Respondent's Business Name:

Business Address:

Point of Contact Name:

Telephone No.:

Contact E-Mail:

Tax ID Number

Contractor Registration No.:

Signature of authorized company official approving the SOQ as submitted:

[sign here]

Name:

Title:

Date:

Submit completed SOQ to:

Lewis and Clark County Public Works Department
Attention: Snow Removal SOQ
3402 Cooney Drive
Helena, MT 59602

LEWIS AND CLARK COUNTY REQUEST FOR QUALIFICATIONS STANDARD TERMS AND CONDITIONS

By submitting a Statement of Qualifications, the Respondent agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation.

1. **Authority.** This Request for Qualifications (RFQ) is issued under the authority of the Lewis and Clark County Purchasing Policy. The RFQ process is a procurement option which allows the award to be based on evaluation criteria. The relative importance of all evaluation criteria is found herein and only the evaluation criteria outlined in the RFQ will be used. Lewis and Clark County (herein, the “County”) reserves the right to accept or reject any or all Statements of Qualifications (SOQs), wholly or in part, and to make awards in any manner deemed in the best interest of the County.
2. **Competition.** Lewis and Clark County encourages free and open competition among Respondents to obtain quality, cost-effective services, and products. Whenever possible, specifications, invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the County’s needs and accomplishment of a sound economical operation.

Prior to the Notice of Intent to Award, SOQs may be held by Lewis and Clark County for a period not to exceed 60 days from the date of the opening of SOQs for the purpose of reviewing SOQs and investigating the qualifications of the Respondents.

3. **Public Inspection of SOQs.** Except as otherwise stated in these terms and conditions, all information received in response to this RFQ is deemed public information and will be available for public viewing and copying after the Notice of Intent to Award is issued.
4. **Trade Secrets.** In order for a Respondent to claim information is protected under Montana’s Uniform Trade Secrets Act, a notarized Affidavit for Trade Secret Confidentiality shall be provided by the Respondent’s attorney acknowledging that material included in a SOQ is open to public inspection except for information that meets the provisions of Montana’s Uniform Trade Secrets Act. Trade secrets contained in the SOQ must be clearly marked and separate from materials that are open for public inspection. Respondents must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a records request from another party.
5. **Claims of Confidentiality and Personal Safety.** In order for a Respondent to claim information is confidential and protected by law or a matter of personal safety, this information must be marked and separated from the materials that are open for public inspection. Clear reference to the laws that protect the information must be provided. No confidentiality material may be contained in the pricing or cost estimates. Contract provisions shall not be covered by claims of confidentiality or personal safety. Respondents will be solely responsible for all legal costs and

fees associated with defending a claim for confidentiality and/or personal safety in the event of a records request from another party which the Respondent chooses to oppose. The Respondent will either totally assume all responsibility for the opposition of the request, and all liability and costs of any such defense, thereby defending, protecting, indemnifying, and saving harmless the County or the Respondent will immediately withdraw its opposition to the records request and permit the County to release the documents for examination. The County will inform the Respondent in writing of any open records request that is made, and the Respondent will have three working days from receipt of the notice to notify the County in writing whether the Respondent opposes the request or not. Failure to provide that notice in writing will waive the claim of confidentiality and allow the County to treat the documents as a public record.

6. **Classification of SOQs as Responsive or Non-responsive.** All SOQs will be classified as either “responsive” or “non-responsive.” A SOQ is considered responsive if it conforms in all material respects to the requirements of the RFQ. A SOQ may be found non-responsive if:

- Required information is not provided;
- The SOQ does not conform to the specifications described and required in the RFQ.

If a SOQ is found to be non-responsive, it will receive no further consideration.

7. **Determination of Respondent Responsibility.** The purchasing officer and/or the evaluation committee will decide whether a Respondent has met the standards of responsibility based on the requirements of the RFQ. Factors used to determine the responsibility may include whether the Respondent has:

- The appropriate financial, material, equipment, or human resources to meet all contractual requirements;
- A satisfactory record of integrity;
- The legal ability to contract with the County;
- Provided all information requested for use in the determination of responsibility; and
- A satisfactory record of past performance.

A Respondent may be deemed “non-responsible” at any time during the procurement process if information surfaces to support such a determination.

8. **Evaluation of SOQs and Respondent Interviews/Product Demonstration.** SOQs will be scored according to the evaluation criteria stated herein. The evaluation committee may ask finalists to appear for interviews or product demonstrations or to provide written responses to items requiring clarification. Any costs associated with interviews or product demonstrations are the sole responsibility of the Respondent.

9. **County’s Right to Investigate and Reject.** Lewis and Clark County may make such investigations as are deemed necessary to determine the ability of the Respondent to provide the product or services specified. The County reserves the right to reject any SOQ if the evidence obtained fails to satisfy the County that the Respondent is properly qualified to perform the obligations of the contract. This includes the County's ability to reject a SOQ based on negative references.

10. Respondent Selection and Contract Execution. After an evaluation of the SOQ, interviews, and/or product demonstrations, the evaluation committee will recommend a contract award, which the purchasing officer will communicate to the selected Respondent. If the Respondent and the County cannot agree on the contract terms, the County may move to the next ranked Respondent or cancel the RFQ. The work described in the RFQ may begin only after the contract is signed by all parties.

11. County's Rights Reserved. Submission of a SOQ confers no rights upon any Respondent and shall not obligate the County in any manner whatsoever. Lewis and Clark County reserves the right to make no award and to solicit additional SOQs at a later date.

The RFQ in no way constitutes a commitment by the County to award and execute a contract. If such actions are deemed in its best interests, the County, in its sole discretion, reserves the right to:

- Cancel or terminate this RFQ;
- Reject any or all SOQs received in response to this RFQ;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFQ; and/or
- If awarded, suspend contract execution or terminate the resulting contract if the County determines adequate funds are not available.

12. Nondiscrimination. In accordance with federal and state laws, the Respondent agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following:

- Employment upgrading;
- Demotion or transfer;
- Recruitment or recruitment advertising;
- Lay-offs or terminations;
- Rates of pay or other forms of compensation;
- Selection for training; or
- Rendition of services.

Respondents shall comply with all federal, state, and local laws, rules and regulations. Respondents and any of the Respondents' sub-grantees, contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract or agreement.

It is further understood that any Respondent who is in violation of this clause shall be barred forthwith from receiving awards of any purchase from Lewis and Clark County unless a satisfactory showing is made that discriminatory practices have ceased, and the recurrence of such acts is unlikely.

- 13. Cone of Silence.** A cone of silence shall be established on all Lewis and Clark County formal solicitation processes. The cone of silence prohibits any communication regarding a formal solicitation between any Respondent (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) and any Lewis and Clark County elected official, employee, or agent other than the designated point of contact for the solicitation.

The cone of silence shall be in effect from the time of posting the formal solicitation on the County's website and until the County issues a Notice of Intent to Award, cancels the solicitation, or otherwise takes action to end the selection process.

Violations of the cone of silence may be grounds for disqualification from the selection process. The cone of silence shall not apply to communications at any public proceeding or meeting.

- 14. Advanced Payments.** Except as provided in law, provisions requiring payment by the County, fully or in part, for goods or services before receipt of such shall not be authorized.

- 15. Protest Procedure.** A Respondent aggrieved in connection with the solicitation or award may protest in accordance with the procedure outlined in the Lewis and Clark County procurement policy.

- 16. Nondiscrimination Against Firearm Entities/Trade Associations.** Per Montana Code Annotated 30-20-301, a Respondent whose company has at least ten full-time employees and is awarded a contract with a value of at least \$100,000 paid wholly or partly from public funds shall not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and the awarded Respondent shall not discriminate during the term of the contract against a firearm entity or firearm trade association.

End of Request for Qualifications

LEWIS AND CLARK COUNTY

INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Lewis and Clark County, Montana, herein referred to as "COUNTY", and Company Name, herein referred to as "CONTRACTOR", whose address is Street, City, State, Zip Code, phone number is (XXX) XXX-XXXX, and Montana Contractor Registration Number is XXXXXX.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated as **Exhibit X**.
2. INDEPENDENT CONTRACTOR: COUNTY hereby employs CONTRACTOR as an independent contractor to complete and perform the scope of services. It is understood by the parties hereto that CONTRACTOR is an independent CONTRACTOR and that neither its principals nor its employees, if any, are employees of COUNTY for purposes of tax, retirement system, or social security (FICA) withholding. It is further understood that pursuant to section 39-71-401, MCA, CONTRACTOR has obtained, and shall maintain at its expense for the duration of this Contract, coverage in a workers' compensation plan for its principals and employees for the services to be performed hereunder. COUNTY shall not have control over the performance of this Contract by CONTRACTOR or its employees, except to specify the time and place of performance. No changes to key personnel may be made by CONTRACTOR without consent of COUNTY. COUNTY shall not be responsible for security or protection of CONTRACTOR's supplies or equipment.
3. WARRANTY: CONTRACTOR warrants that all services shall be performed in a professional manner. CONTRACTOR acknowledges that it shall be liable for any breach of this warranty for a period of one (1) year from the time services are completed.
4. LIAISON: COUNTY's designated liaison with CONTRACTOR is Officer's Name, Officer's Title or their designee. CONTRACTOR's designated liaison with COUNTY is Name of Individual in Company.
5. EFFECTIVE DATE AND TIME OF PERFORMANCE: CONTRACTOR shall commence work [a] by Month Day, Year or [b] upon approval of this Contract by both parties and shall complete the described work by Month Day, Year.
6. COMPENSATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR time and materials for a total sum not to exceed Amount of Dollars/Cents (\$X,XXX.XX). CONTRACTOR shall submit [a] monthly [b] quarterly or [c] final invoices to COUNTY based on **Exhibit X**, Schedule of Billing Rates. COUNTY shall pay invoices within 30 days of invoice date.

7. CONFLICT OF INTEREST: CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project, which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that in performing this Contract it shall employ no person who has such interest.
8. MODIFICATION AND ASSIGNABILITY OF CONTRACT: This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. CONTRACTOR may not subcontract or assign its rights, including the right to compensation, or duties arising hereunder without the prior written consent of COUNTY. Any subcontractor or assignee shall be bound by all of the terms and conditions of this Contract.
9. OWNERSHIP AND PUBLICATION OF MATERIALS: All reports, information, data, and other materials prepared by CONTRACTOR pursuant to this Contract are the property of COUNTY which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation for the specific purpose intended shall be at COUNTY 's sole risk and without liability or legal exposure to CONTRACTOR. No material produced in whole or in part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of COUNTY.
10. INDEMNIFICATION: CONTRACTOR waives all claims and recourse against COUNTY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incidental to CONTRACTOR's performance of this Contract except for liability arising out of concurrent or sole negligence of COUNTY or its officers, agents or employees. Further, CONTRACTOR shall indemnify, hold harmless, and defend COUNTY against all claims, demands, damages, costs, expenses or liability arising out of CONTRACTOR's negligent performance of this Contract except for liability arising out of the concurrent or sole negligence of COUNTY or its officers, agents or employees.
11. INSURANCE: CONTRACTOR shall maintain general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of one million dollars (\$1,000,000.00) for each occurrence (minimum) and two million dollars (\$2,000,000.00) aggregate. CONTRACTOR also agrees to maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana. Proof of general liability and workers compensation insurance shall be provided to COUNTY prior to commencing work under this Contract. COUNTY must be listed as an additional insured on the general liability insurance certificate for this Contract.
12. COMPLIANCE WITH LAWS: CONTRACTOR shall comply with applicable federal, state, and local laws, rules and regulations. CONTRACTOR or subcontractors doing work on this project shall be required to obtain registration with the Montana Secretary of State's Office and the Montana Department of Labor and Industry. CONTRACTOR is responsible for obtaining any and all permits required to perform the Contract.

13. **NONDISCRIMINATION**: CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or sexual orientation.
14. **PREFERENCE**: CONTRACTOR unequivocally agrees to give preference to the employment of bona fide Montana residents in compliance with 18-2-403 (1), MCA. Pursuant to 18-2-409, MCA, except for projects involving the expenditure of federal aid funds or where residency preference laws are specifically prohibited by federal law, CONTRACTOR shall ensure that at least 50% of the workers of CONTRACTOR (including workers employed by subcontractors) working on the project shall be bona fide Montana residents.
15. **SPECIAL FUEL TAX**: ***This Section only applies if CONTRACTOR is doing work pertaining to a public road.*** As required by 15-70-403 (8-9), MCA, fuels used by CONTRACTOR and their subcontractor(s) in connection with any work performed under contracts pertaining to the construction, reconstruction, or improvement of a highway or street and its appurtenances awarded by any public agencies, including federal, state, county, municipal or other political subdivisions, must be fuel on which Montana fuel tax has been paid.
16. **PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE**: Performance of this Contract is in Lewis and Clark County, Montana and venue for any litigation arising from performance of this Contract is the 1st Judicial District in and for the County of Lewis and Clark, State of Montana. This Contract shall be construed under and governed by the laws of the State of Montana.
17. **ATTORNEY FEES**: Should either party be required to resort to litigation, arbitration, or mediation to enforce the terms of this Contract, the prevailing party, whether plaintiff or defendant, shall be entitled to costs, including reasonable attorney's fees and expert witness fees. If the court, arbitrator, or mediator awards relief to both parties, each party shall bear its own costs in their entirety.
18. **FAILURE TO PERFORM**: Upon any material default or substantial failure to perform this Contract by either party, the other party shall be entitled to the following remedy:
- a. Stop performing or accepting performance of the work until the matter is resolved;
 - b. Within a reasonable time of discovery of the defect or failure to perform, provide the other party with a written description of the defect or failure, and:
 - i. If the defect or failure to perform can be cured, demand specific remedial action within a reasonable time certain; or
 - ii. If the defect or failure to perform cannot be cured, specify any alternative performance which would be acceptable in lieu of the required performance and a time within which the alternative performance shall be required; or
 - iii. If the defect or failure to perform cannot be cured and no reasonable alternative performance is acceptable, notify the other party of the termination of the Contract as of a date certain and state therein whether an action for breach of the Contract will be brought.
 - iv. Where appropriate, obtain completion of the performance of the remaining

balance of the Contract within the original party.

- c. If the defect or failure to perform is not corrected or alternative performance completed within the time certain specified, the party alleging breach may initiate an action in the 1st Judicial District in and for the County of Lewis and Clark, State of Montana. If an action is brought, the prevailing party shall be entitled to attorney's fees as well as other costs of suit.

19. TERMINATION: Either party may terminate this Contract upon thirty (30) days written notice to the other party. If this Contract is terminated prior to completion, COUNTY shall pay CONTRACTOR for completed and accepted work within thirty (30) days of termination. CONTRACTOR shall not be entitled to payment for incomplete or unacceptable work.

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