

LEWIS AND CLARK COUNTY, MONTANA

REQUEST FOR PROPOSALS

COUNTY ROAD RESEARCH

Notice is hereby given that the Board of County Commissioners of Lewis and Clark County, Montana is soliciting proposals from qualified firms to provide historic legal research on the jurisdictional status of roads within the County and provide the evidence necessary to develop resolutions for adoption by the Commission.

The complete solicitation is available online at <https://www.lccountymt.gov/Government/Grants-and-Procurement/Bids-and-Proposals-Current>. Questions related to this solicitation must be directed only to the designated point of contact for this solicitation: Casey Hayes, Procurement Officer, chayes@lccountymt.gov. A cone of silence is established for this solicitation which prohibits any offeror, 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 proposals to be delivered to the Lewis and Clark County Commissioner's Office, located at the City-County Administrative Building, 316 North Park Avenue, Room 345, Helena, MT is on or before 4:00 PM MDT on September 18, 2026. The sealed envelope containing the proposal must be labeled, "County Road Research RFP." Late proposals are not accepted.

The County reserves the right to reject any or all proposals received, to waive informalities, to postpone the solicitation for a period not to exceed 60 days, and to accept the proposal that is in the best interest of the County. Offerors 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. Proposals become the property of Lewis and Clark County. The County is not responsible for costs associated with preparing a proposal.

Published in the Helena Independent Record on August 22, and August 29, 2026.

Solicitation Timeline

Publication of Notices	August 22 and August 29, 2026
Questions Due	September 4, 2026, by 5:00 PM
Responses to Questions Posted on County Website	September 11, 2026, by 5:00 PM
Proposal Submittal Deadline	September 18, 2026, by 4:00 PM
Preliminary Evaluation Meeting	No later than September 25, 2026
Interviews (optional)	No later than October 2, 2026
Final Evaluation Meeting/Notice of Intent to Award	No later than October 9, 2026

Statement of Purpose

The County requires the services of a professional firm to research historical files including, but not limited to, County Commission journals, maps, aerial photos, current and past surveys, maintenance records, and right-of-way determinations to gather the necessary documentation to declare roads a “County Road” as defined by [7-14-2101\(4\)\(b\), MCA](#).

The funding for this project is established by a grant from the Montana State Library through the Montana Geospatial Information Act (MGIA) Grant Program with match provided by the County with a total project amount of \$145,000. The County intends to expend the full amount of the project in order to receive as many completed road files as possible.

Scope of Services

Through dedicated research, the selected offeror shall provide the County with the evidence necessary to formally establish “County Roads” for future consideration of adoption by the Board of County Commissioners. Methodology and supporting documentation needed for each resolution will depend upon existing evidence and historical information for certain roadways.

The roads to be considered, in order of priority, are listed in Appendix A.

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

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

Deliverables under the awarded contract shall include:

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

Additional research beyond what is necessary to substantiate a “County Road” designation is not desired.

An example of these deliverables is included in Appendix A of this solicitation. Please note that the range of data available for a given road will vary and that this serves only as an example of the body of evidence necessary to declare a road a “County Road”.

Project Duration

The selected offeror can expect the project to begin on or about November 2026, with final deliverables due by April 1, 2028, and final invoicing no later than April 30, 2028.

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 Casey Hayes, Procurement Officer, chayes@lccountymt.gov.

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 proposals, all questions regarding the RFP must be submitted in writing via email to the designated point of contact on or before September 4, 2026, by 5:00 PM MDT. 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 September 11, 2026, by 5:00 PM MDT. It is the responsibility of each offeror to check the website if it is interested in the questions received and the respective responses provided by the County. Under no circumstances may offerors contact any County staff member, agent, or elected official directly. All communications regarding this RFP shall be directed to the designated point of contact.

Upon receipt of proposals, evaluation committee members will independently conduct reviews of all submissions. The evaluation committee will meet to determine responsiveness, responsibility, qualifications, and conduct scoring of proposals based on the evaluation criteria established in the solicitation.

If the evaluation committee desires, the County may interview the offerors deemed most

qualified after preliminary evaluation. The County may, at its discretion, contact the references provided in the proposals in order to understand the nature of the projects and determine satisfactory completion.

If interviews are conducted, the evaluation committee will meet to determine final scores. Preliminary evaluation scores may be changed based upon information provided by offerors during the interview process. Offerors will be ranked based upon the final average scores of the committee.

Proposal Submittal

Offerors shall submit three (3) hard copies of the proposal and one (1) digital copy in PDF format on a flash drive in a sealed envelope clearly marked "County Road Research RFP Proposal Enclosed". Proposals shall not exceed three (3) double-sided pages, excluding a cover letter, references, schedule of billing rates, and resumes. Minimum font size for all text shall be 12-point. Offerors are solely responsible for all costs incurred in the preparation and submittal of a proposal.

Submit proposals to:

Lewis and Clark County Commissioners
ATTN: County Road Research RFP
316 N. Park Avenue, Room 345
Helena, MT 59623

Proposals must be received no later than 4:00 PM MDT on September 18, 2026, at the address listed above. Proposals received after the deadline shall not be accepted. Emailed or faxed proposals will not be accepted. One copy of the proposal must be marked "Original" and contain a cover letter signed by a representative of the offeror who is authorized to submit the proposal.

Proposal Content Requirements

In order to be deemed responsive, proposals shall demonstrate that the offeror has the professional capabilities and resources to complete all tasks described in the *Scope of Services* in a satisfactory and timely manner. Proposals shall include:

1. The offeror's legal name, address, telephone number, and primary contact information including email address;
2. A statement of the offeror's experience in providing county road research, including references for the offeror and any subconsultants to include brief project descriptions for at least three (3) agencies that can provide professional references with whom the offeror or any subconsultants have worked with in the past four (4) years, which are similar in nature to *Scope of Services* described in this RFP. Please include the following information:
 - a. Name of agency providing professional reference;
 - b. Name and title of agency's primary contact;
 - c. Phone number, email address, and mailing address of the agency's primary contact; and

- d. A brief description of the types of services provided, the location where the services were provided, and the dates of service;
3. A comprehensive description of the approach the offeror will employ in order to meet the requirements identified in the *Scope of Services*;
4. An estimate of the total amount of road corridors listed in the scope of services that can be accomplished with the available funds, as well as a listing of the offeror's schedule of billing rates.

Evaluation Criteria

Proposals will be evaluated and scored according to the following criteria:

Criteria	Points Possible
1. Quality. Proposal will be evaluated on content requirements, legibility, clarity, grammar, and spelling. Unnecessarily elaborate proposals, beyond that which is sufficient to present a complete offer, are not desired.	20 points
2. Qualifications and Experience. Proposal indicates overall experience providing local governments with comprehensive road research and provides an outline of offeror's professional qualifications. Offeror provides three (3) references attesting to their work product and ability to provide deliverables.	15 points
3. Methodology. Proposal provides comprehensive approach that identifies how the offeror intends to satisfy the Scope of Services and provide the required deliverables.	35 points
4. Value. Proposal contains comprehensive billing schedule and demonstrates ability to accomplish the greatest amount of work for the available funding.	30 points
TOTAL	100 points

Contractual Terms and Conditions

The selected offeror agrees to accept and execute the County's professional services contract, included herein. Any proposed changes to the terms and conditions of the professional services contract must be contained within the submission of the "Original" copy of the proposal in order to be considered. Lewis and Clark County reserves the right to require the selected offeror to execute such further documents, contracts, agreements, or forms as may be reasonably necessary to express the intentions of the parties, or which may be recommended by the County Attorney's Office.

The vendor shall maintain general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence (minimum) and two million dollars (\$2,000,000.00) aggregate and shall also maintain workers' compensation insurance. Both general liability and workers' compensation insurance must be from an insurance carrier licensed to do business in the State of Montana. The vendor agrees to furnish proof of insurance to the County prior to

commencing work. The County must be listed as additionally insured on the general liability insurance certificate. Insurance certificates will be provided to the County at the time a contract is executed.

All reports, information, data, and other materials prepared by the selected offeror pursuant to shall become the property of Lewis and Clark County which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation by the selected offeror for the specific purpose intended will be at Lewis and Clark County's sole risk and without liability or legal exposure to the selected offeror. No material produced in whole or in part under an agreement resulting from this solicitation may be copyrighted or patented in the United States or in any other country without the prior written approval of Lewis and Clark County.

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 proposals deemed unqualified, unsatisfactory, or inappropriate.

Standard Terms and Conditions

By submitting a proposal to this Request for Proposals, the Offeror 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 Proposals (RFP) is issued under the authority of the Lewis and Clark County Procurement Policy. The RFP process is a procurement option which allows the award to be based on evaluation criteria in addition to cost. The relative importance of all evaluation criteria is found herein and only the evaluation criteria outlined in the RFP will be used. Lewis and Clark County (herein, the "County") reserves the right to accept or reject any or all proposals, 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 Offerors 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.

The Offeror's submission of a proposal guarantees that the prices quoted have been established without collusion with other eligible Offerors and without effort to preclude Lewis and Clark County from obtaining the lowest possible competitive price.

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

3. PUBLIC INSPECTION OF PROPOSALS. Except as otherwise stated in these terms and conditions, all information received in response to this RFP 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 an Offeror to claim information is protected under Montana's Uniform Trade Secrets Act, a notarized Affidavit for Trade Secret Confidentiality shall be provided by the Offeror's attorney acknowledging that material included in a proposal is open to public inspection except for information that meets the provisions of Montana's Uniform Trade Secrets Act. Trade secrets contained in the proposal must be clearly marked and separate from materials that are open for public inspection. Offerors 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 an Offeror 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. Offerors 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 Offeror chooses to oppose. The Offeror 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 Offeror will immediately withdraw its opposition to the records request and permit the County to release the documents for examination. The County will inform the Offeror in writing of any open records request that is made, and the Offeror will have three working days from receipt of the notice to notify the County in writing whether the Offeror 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 PROPOSALS AS RESPONSIVE OR NON-RESPONSIVE. All proposals will be classified as either "responsive" or "non-responsive." A proposal is considered "responsive" if it conforms in all material respects to the requirements of the RFP. A proposal may be found non-responsive if:
 - Required information is not provided;
 - The cost proposal is excessive or inadequate as measured by criteria stated in the RFP;

- The proposal does not conform to the specifications described and required in the RFP.

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

7. DETERMINATION OF OFFEROR RESPONSIBILITY. The Procurement Officer and/or the evaluation committee will decide whether an Offeror has met the standards of responsibility based on the requirements of the RFP. Factors used to determine the responsibility may include whether the Offeror 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.

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

8. EVALUATION OF PROPOSALS AND OFFEROR INTERVIEWS/PRODUCT DEMONSTRATION. The remaining proposals 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 Offeror.
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 Offeror to provide the product or services specified. The County reserves the right to reject any proposal if the evidence obtained fails to satisfy the County that the Offeror is properly qualified to perform the obligations of the contract. This includes the County's ability to reject a proposal based on negative references.
10. OFFEROR SELECTION AND CONTRACT EXECUTION. After an evaluation of the Offeror, interviews, and/or product demonstrations, the evaluation committee will recommend a contract award, which the Procurement Officer will communicate to the Offeror selected. If the Offeror and the County cannot agree on the contract terms, the County may move to the next ranked Offeror or cancel the RFP. The work described in the RFP may begin only after the contract is signed by all parties.
11. COUNTY’S RIGHTS RESERVED. Submission of a proposal confers no rights upon any Offeror 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 proposals at a later date.

The RFP 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 RFP;
- Reject any or all proposals received in response to this RFP;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP; 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 Offeror 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.

Offerors and the awardee shall comply with all federal, state, and local laws, rules and regulations. Offerors and the awardee and any of the Offerors' and the awardee's 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 Offeror 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 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 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. An Offeror 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.

Specific Terms and Conditions

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

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

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

2. OWNERSHIP AND PUBLICATION OF MATERIALS. All reports, information, data, and other materials prepared by the CONSULTANT, or any of its contractors or subcontractors, in furtherance of this Contract are the property of the COUNTY and the Montana State Library, which both have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part, such property and any information relating thereto. No material produced in whole or in part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the COUNTY and the Montana State Library.
3. ACCEPTANCE OF STATE REQUIREMENTS.
 - A. The COUNTY will comply with all applicable requirements and administrative directives established by the Montana State Library and all other applicable local, state, and federal laws, regulations, administrative directives, procedures, ordinances, or resolutions.
 - B. If COUNTY uses generative artificial intelligence (AI) in any work performed under this Agreement, COUNTY must comply with Montana's Generative Artificial Intelligence Acceptable Use Policy (MOM-POL0021372-AI-AUP), specifically:
 - i. Disclosure: Notify Montana State Library of any AI tool use in deliverables or work products.
 - ii. Human Review: All AI-generated content must be reviewed and verified by qualified personnel before submission.
 - iii. Quality and Ethics: Ensure AI outputs are accurate, free from bias, and comply with applicable laws and professional standards.
 - iv. COUNTY remains fully responsible for the accuracy, quality, and compliance of all deliverables, regardless of AI use.
 - C. CONSULTANT, as a contractor for COUNTY, and any subcontractors for CONSULTANT, shall also comply with these requirements.
4. COMPLIANCE WITH LAWS. As a subcontractor for the COUNTY, CONSULTANT and any of CONSULTANT'S subcontractors, shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. CONSULTANT is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees, and taxes under the Patient Protection and Affordable Care Act [P.1. 111-148, 124 Stat. 119]. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. CONSULTANT agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information,

sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the person performing under this Agreement.

Lewis and Clark County Professional Services Contract Sample

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 "CONSULTANT", whose address is Street, City, State, Zip Code and phone number is (XXX) XXX-XXXX, who are herein collectively referred to as the "Parties" and each individually as a "Party".

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES**: CONSULTANT agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated as **Exhibit X**.
2. **INDEPENDENT CONTRACTOR**: COUNTY hereby employs CONSULTANT as an independent contractor to complete and perform the scope of services. It is understood by the Parties hereto that CONSULTANT is an independent CONSULTANT and that neither its principals nor its employees, if any, are employees of COUNTY for purposes of tax, retirement system, or social security (FICA) withholding. COUNTY shall not have control over the performance of this Contract by CONSULTANT or its employees, except to specify the time and place of performance. COUNTY shall not be responsible for security or protection of CONSULTANT's supplies or equipment.
3. **WARRANTY**: CONSULTANT warrants that all services shall be performed in a professional manner. CONSULTANT acknowledges that it shall be liable for any breach of this warranty for a period of one (1) year from the time services are completed.
4. **LIAISON**: COUNTY's designated liaison with CONSULTANT is Officer's Name, Officer's Title or their designee. CONSULTANT's designated liaison with COUNTY is Name of Individual in Company.
5. **EFFECTIVE DATE AND TIME OF PERFORMANCE**: CONSULTANT 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 CONSULTANT time and materials for a total sum not to exceed Amount of Dollars/Cents (\$X,XXX.XX). CONSULTANT 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: CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project, which would conflict in any manner or degree with the performance of its services hereunder. CONSULTANT further covenants that in performing this Contract it shall employ no person who has any such interest.
8. MODIFICATION AND ASSIGNABILITY OF CONTRACT: This Contract contains the entire agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party, which are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both Parties hereto. CONSULTANT may not subcontract or assign its rights, including the right to compensation, or duties arising hereunder without the prior written consent of COUNTY. Any subcontractor or assignee shall be bound by all of the terms and conditions of this Contract.
9. OWNERSHIP AND PUBLICATION OF MATERIALS: All reports, information, data, and other materials prepared by CONSULTANT pursuant to this Contract are the property of COUNTY which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended shall be at COUNTY's sole risk and without liability or legal exposure to CONSULTANT. No material produced in whole or in part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of COUNTY.
10. INDEMNIFICATION: CONSULTANT waives all claims and recourse against COUNTY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incidental to CONSULTANT's performance of this Contract except for liability arising out of concurrent or sole negligence of COUNTY or its officers, agents or employees. Further, CONSULTANT shall indemnify, hold harmless, and defend COUNTY against all claims, demands, damages, costs, expenses or liability arising out of CONSULTANT's negligent performance of this Contract except for liability arising out of the concurrent or sole negligence of COUNTY or its officers, agents or employees.
11. INSURANCE: CONSULTANT shall maintain general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of one million dollars (\$1,000,000.00) for each occurrence (minimum) and two million dollars (\$2,000,000.00) aggregate. CONSULTANT also agrees to maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana. Proof of general liability and workers compensation insurance shall be provided to COUNTY prior to commencing work under this Contract. COUNTY must be listed as an additional insured on the general liability insurance certificate for this Contract.

12. COMPLIANCE WITH LAWS: CONSULTANT shall comply with applicable federal, state, and local laws, rules and regulations. CONSULTANT or subcontractors doing work on this project shall be required to obtain registration with the Montana Secretary of State's Office and the Montana Department of Labor and Industry. CONSULTANT is responsible for obtaining any and all permits required to perform the Contract. CONSULTANT shall also comply with the applicable federal laws, rules, and regulations provided in **Exhibit X** of this agreement.
13. NONDISCRIMINATION: CONSULTANT shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or sexual orientation.
14. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: Performance of this Contract is in Lewis and Clark County, Montana and venue for any litigation arising from performance of this Contract is the 1st Judicial District in and for the County of Lewis and Clark, State of Montana. This Contract shall be construed under and governed by the laws of the State of Montana.
15. ATTORNEY FEES: Should either Party be required to resort to litigation, arbitration, or mediation to enforce the terms of this Contract, the prevailing Party, whether plaintiff or defendant, shall be entitled to costs, including reasonable attorney's fees and expert witness fees. If the court, arbitrator, or mediator awards relief to both Parties, each Party shall bear its own costs in their entirety.
16. FAILURE TO PERFORM: Upon any material default or substantial failure to perform this Contract by either Party, the other Party shall be entitled to the following remedy:
- A. Stop performing or accepting performance of the work until the matter is resolved;
 - B. Within a reasonable time of discovery of the defect or failure to perform, provide the other Party with a written description of the defect or failure, and:
 - i. If the defect or failure to perform can be cured, demand specific remedial action within a reasonable time certain; or
 - ii. If the defect or failure to perform cannot be cured, specify any alternative performance which would be acceptable in lieu of the required performance and a time within which the alternative performance shall be required; or
 - iii. If the defect or failure to perform cannot be cured and no reasonable alternative performance is acceptable, notify the other Party of the termination of the Contract as of a date certain and state therein whether an action for breach of the Contract will be brought.
 - iv. Where appropriate, obtain completion of the performance of the remaining balance of the Contract within the original Party.
 - C. If the defect or failure to perform is not corrected or alternative performance completed within the time certain specified, the Party alleging breach may initiate an action in the 1st Judicial District in and for the County of Lewis and Clark, State of Montana. If an

action is brought, the prevailing Party shall be entitled to attorney's fees as well as other costs of suit.

17. TERMINATION: Either Party may terminate this Contract upon thirty (30) days written notice to the other Party. If this Contract is terminated prior to completion, COUNTY shall pay CONSULTANT for completed and accepted work within thirty (30) days of termination. CONSULTANT shall not be entitled to payment for incomplete or unacceptable work.
18. AUTHORITY AND CAPACITY TO EXECUTE: CONSULTANT and COUNTY represent that the undersigned individuals possess the authority and capacity to enter into and bind the Parties to the terms and conditions contained in this Contract.

End of Request for Proposals

Appendix A: Priority List of Roads and Example of Summary Deliverable

Road Name	Description Road Segment	Road Rank Score	Map ID	Road File Present (Yes/No)
Green Meadow Drive	N of Lincoln Rd to terminus	145	B-43	Yes
Collins Drive	Masonic Home Rd to Snowdrift Rd	135	B-45	*Index File Only
Highway 282	Highway 12 to Jeff. Co. Boundary	130	B-8	Yes
Ferry Drive	Lincoln Rd to Snowdrift Rd	125	C-3	Yes
Flowerree Drive	Sierra Rd to York Rd	125	C-2	Yes
Colorado Gulch Drive	Hwy 12 south to terminus	115	A-9	Yes
Howard Road	Lilly Rd to Tizer Drive	115	B-21	Yes
Deal Lane	York Rd to Lake Helena Dr	110	C-10	Yes
Franklin Mine Road	Green Meadow Dr to Head Ln	105	A-20	Yes
Keir Drive	Canyon Ferry Rd to Keir Ln/Meadow Dr	105	B-1	Yes
Rimini Road	Highway 12 to terminus	105	F-28	Yes
Hwy 435	Dearborn Canyon Rd/Flat Creek Rd junction to Hwy 287	100	E-13	Yes
Glass Drive	Masonic Home Rd to terminus	95	B-13	*Index File Only
Head Lane	Country Club to N. terminus	90	A-7	Yes
Valley View Road	Applegate Dr to N Montana Ave	90	F-29	Yes
Stearns-Augusta Rd/Hwy 434	Hwy 200 to Dearborn Canyon/Flat Creek Rd junction	80	D-16	Yes
Hart Lane	York Rd to Canyon Ferry Rd	75	C-11	Yes
Jimtown Road	York Rd to Riverside Rd	75	E-4	*Index File Only
Merritt Lane	Valley Dr to Lake Helena Dr	75	C-5	Yes
Stemple Pass Road	Lincoln Rd W to Hwy 200	75	F-13 / C-30	Yes/Yes
Dalton Mountain Road	Highway 200 to County Line	70	F-8 / F-12	Yes/Yes
Little Wolf Creek Road	Hwy 434 to terminus	70	D-21	Yes
Lone Point Drive	Hwy 200 to terminus	70	F-6	Yes
Sun Canyon Road	Barr Creek Rd to terminus	70	D-15	Yes
Beartooth Road	Craig Frontage Rd to terminus	65	E-11	Yes
Earnes Lane	Canyon Ferry Rd to Keir Ln	60	B-39	Yes
Nelson Road	York Rd to Beaver Creek Rd	60	C-16	Yes
Black Rock Road	Hwy 287 to Hwy 200	55	B-16 / A-11	Yes/Yes
Chisolm-Barrett Road	Hwy 435 to Flat Creek Rd	55	D-2	Yes
Flat Creek Road	Hwy 287 to Dearborn Canyon Rd/Hwy 435/Hwy 434 junction	55	B-38	Yes
Gates Of The Mountains Road	I-15 Exit to Boat Launch	55	C-17	Yes
Holter Dam Road	Oxbow Drive to Craig Frontage Road	55	D-1	Yes
Sevenmile Road	Craig to Hwy 287	55	D-4	Yes
Alice Creek Road	Hwy 200 to terminus	50	F-1 / D-9	Yes/Yes
Augusta Ranger Station Road/Bench Mark Road	Augusta to terminus	50	B-7	Yes
Augusta-Clemons Road	Hwy 435 to Hwy 435	50	B-2	Yes
Austin Road	Birdseye Rd to County Line	50	A-18 / F-25	Yes/Yes
Barr Creek Road	Sun Canyon to terminus	50	B-24 / E-15 / B-15	Yes/Yes/Yes
Beaver Creek Road	Nelson Rd to Missouri River	50	E-2	Yes
Bob Thomas Road	Hwy 21 to Camp Walker Rd	50	D-7	Yes
Camp Walker Road	Hwy 287 to terminus	50	B-19	Yes
Copper Creek Road	Hwy 200 to terminus	50	F-11	Yes
Dearborn Canyon Road	Flat Creek/Hwy 434/Hwy 435 junction, west 5.7 miles	50	B-18	Yes
Elk Creek Road	Hwy 435, west 5.7 miles	50	A-8	Yes
Goss Creek Road	Smith Creek Rd to terminus	50	E-13 / E-17	Yes/*Index File Only
Helberg Drive	York Rd to northern terminus	50	C-5	Yes
Long Butte Road	Hwy 200 to terminus	50	E-6	Yes
Long Gulch Road	Trinity Rd, north of Marysville to Little Prickly Pear Rd	50	C-6 / C-22	Yes/*Index File Only
Lost Horse Creek Road	Little Prickly Pear Rd to Empire Creek Rd	50	C-1 / C-12	Yes
Marsh Creek Road	Little Prickly Pear Rd to Stemple Pass Rd	50	C-23	Yes
Marysville Road	Lincoln Rd to Belmont Drive	50	C-32	Yes
Priest Pass Road	From Hwy 12 to County Line	50	A-19	Yes
Simms Creek Road	Long Butte Rd to County Line	50	E-10	Yes
Skyline Road	Hwy 21 to Simms Creek Rd/Long Butte Rd junction	50	A-12	Yes
Smith Creek Road	Goss Creek Rd to terminus	50	E-13 / E-17	Yes/*Index File Only
Sucker Creek Road	Hwy 200 to northern terminus	50	F-11	Yes
Warden Road	Hwy 287 to northern terminus	50	B-34 / F-4	Yes/Yes
Chevallier Drive	Birdseye Rd to I-15	45	F-23 / C-20 / C-33 / C-34	Yes/Yes/Yes/Yes
Arrastra Gulch Drive	Dry Gulch Drive to Oro Fino Gulch	40	A-6	Yes
Barrett Road	Williams St/Birdseye junction to terminus	40	D-2	Yes
Matt Staff Road	Hwy 284 to eastern terminus	40	B-37	Yes
Spokane Ranch Road	W & E of Rte 284	40	B-36	Yes
Beaver Creek	N & S of Highway 200 to respective terminuses	35	F-20	Yes

Road Name	Description Road Segment	Road Rank Score		Map ID	Road File Present (Yes/No)
Birdtail Road	Hwy 287 to County Line	35	C-41		*Index File Only
Bridge Street/Craig Main	I-15 exit to Craig Frontage Rd	35	E-5		Yes
Broadwater Avenue	Hwy 12 to old Kessler Brewery through Spring Meadow State Park	35	A-10		Yes
Clausen Road	Hwy 12 to terminus	35	A-13		Yes
Craig River Road	Augusta interchange to Bridge St/Craig	35	B-17		Yes
Dead Man Coulee Road	Hwy 434 to Hwy 287	35	D-6		Yes
Dry Creek-Burke Road	Hwy 287 to Hwy 21	35	B-14 / F-9		Yes/Yes
Dry Gulch Drive	btwn Davis & Arrastra Gulch & S of Dry and Arrastra Gulch Dr	35	A-5		Yes
Duffy Lane	Hwy 279 to Chevallier Road	35	C-8		Yes
Eberl Lane	Hwy 21 to Camp Walker Rd	35	F-2		Yes
Herrin Lake Road	Dalton Mtn Road to Stemple Pass	35	F-8		Yes
Lewis & Clark Road	Hwy 434 to terminus	35	D-9		Yes
Little Prickley Pear Road	Lincoln Road to terminus	35	C-12 / F-27 / C-1 / B-11		Yes/Yes/Yes/Yes
McClellan Creek Road	Hwy 12, south to terminus	35	F-26		Yes
Ox Bow Drive	Craig Frontage Rd to terminus	35	D-1		Yes
S Fork Trail/Blacktail	SW of Hwy 434 to terminus	35			No
Sperry Drive	NA	35	C-18		Yes
Stonewall Creek Road	N of Beaver Creek Rd	35	F-20		Yes
Tucker Gulch Road	Off Davis Gulch/Dry Gulch	35	A-5		Yes

Example of a Road Summary Detailing Evidence of County Road Designation Based on County Road Research:

Road Name:	Williams Street
Description of Road Segment:	Hwy 12 to the Intersection of Birdseye Road and Country Club Drive
Road Rank Score:	155
Map ID:	A-2
Road File Present:	Yes

Summary of Williams Street, running from US Highway 12 West, north to the intersection of Birdseye Road and Country Club Drive.

The history of Williams Street follows:

- May 12, 1894; A petition to vacate two separate sections of road in Section 15, T10N, R4W and “To establish a county road sixty feet in width, beginning at the North East corner of the South East quarter of the North West quarter of section 22, Township 10 North Range 4 West, and running thence North along the line between the North East quarter of the North West quarter and the North West quarter of the North East quarter of section 22, and between the East and West halves of section 15...Township 10 North Range 4 West.” (Only the description pertinent to the current location of Williams Street is referenced here).
- June 13th, 1893 (also marked June 13th, 1894); Fort Harrison Road. The above petition was filed with viewers assigned to meet on June 29th, 1894, to view and lay out the road.
- August 9th, 1894; Viewers report for above referenced County Road was submitted to the Commissioners of Lewis and Clark County.
- August and September 1894; Several protests for damage estimates for fencing of the proposed County Road were made by adjacent landowners.
- October 1894; Bids for construction of a bridge, culverts, and road construction were submitted and ultimately awarded for the above referenced County Road.
- October 1895; A second contract was awarded for gravelling of the east-west portion of the County Road within Section 22, T10N, R4W.
 - Copies of the above documents can be found in Road File A-2, labeled as Broadwater – Ft. Harrison Road.
- May 11th, 1894; “Whereas Nickolas Kessler has deed to the County of Lewis and Clarke a piece of land connecting William Street in Seymer Park with Fort Harrison Military Reservation for road purposes, therefore be it ordered that said piece of land be declared a County road and be opened to travel.” Commissioner’s Journal 5, Pg 606.
- January 22, 1971; Road renamed from Fort Harrison-Birdseye to Williams Street. Commissioner’s Journal 34, Pg 92.

No further Commissioner's Journal entries could be located referencing Williams Street other than generic comments on maintenance and construction.

Montana road laws specify that county roads be "60 feet unless otherwise specified", Chapter XLIV, §3, 1903 Mont. Laws 65, 67; Rev. Code Mont. §1339 (1907); Rev. Code Mont. §1615 (1921 & 1935); Rev. Code Mont. §32-106 (1947); Ch. 197, §5-108, 1965 Mont. Laws 556; Rev. Code Mont. §32-2809 (1947, 1977 Cum. Supp.); and MCA §7-14-2112(1) (1978–present). With no Journal entries to show otherwise, the legal width of Williams Street is at least sixty feet in width.

No easement documents from the United States Government could be located for the portion of Williams Street that is adjacent to the VA Hospital or Fort Harrison. An encroachment agreement, recorded under Doc. No. 3171520, between the County and Fort William Harrison, acknowledges that the County has jurisdiction over "The right of way easement for Williams Street, located in Section 15, Township 10N, Range 4 West...". No right-of-way width is specified in this document.

MDT Plan Set SPHS 8-2(65)41 from 2009 are attached, showing improvements made to Williams Street and US Hwy 12 for traffic signal installation.

The following Certificates of Survey (COS) reference Williams Street, listed by Section, Township, and Range along with width of road shown on each COS. This list is not inclusive of all COSs within the corridor.

COS No.	YEAR	SECTION	TOWNSHIP	RANGE	WIDTH & LOCATION OF R/W
1000800	1889	22	10N	4W	70' WIDE R/W FROM FRONT STREET NORTH TO END OF SEYMER PARK ADDITION
1000807	1890	22	10N	4W	60' WIDE R/W FROM "COUNTY ROAD" ON NORTH TO SOUTH SIDE OF HOTEL PARK 2 ADDITION
1000966	1955	22	10N	4W	60' WIDE FROM NORTH LINE OF SEYMER PARK ADDN

In summary, Williams Street from US Highway 12, running to the intersection of Birdseye Road and Country Club Avenue is a County Road with a variable width, with no less than 60 feet of right-of-way.

*(Attachments would include copies of the journal entries, certificates of surveys, MDT plans, road law, etc. referenced above and have been removed for this example.)