

Madison County Board of Commissioners Work Session

10:00 am Monday, February 2, 2026, until concluded

First Floor Public Meeting Room
Administrative Office Building, Virginia City, Montana

WebEx Login:

<https://madisoncounty.my.webex.com/madisoncounty.my/j.php?MTID=m07ca414a470500a811062b9438d9dfc5>

Meeting Number: 2554 056 7742 Password: VCMadison

Join by Phone: 1-650-479-3208 Password: 82623476

Press *6 to mute or unmute

Duke Gilman, District 1 Commissioner
Ron Nye, District 2 Commissioner, Chairman
Bill Todd, District 3 Commissioner

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

PUBLIC COMMENT (PLEASE LIMIT TO 5 MINUTES PER PERSON)

REPORTS OF COMMITTEES

- Madison County Courthouse Rehabilitation and Addition

UNFINISHED BUSINESS

- None

NEW BUSINESS

- Lake Road Bridge Preliminary Plans
- Tourism Grant / Event Center
- Pavilion Project
- Fairgrounds Grant Opportunity
- Fairgrounds Website
- Twin Bridges Park Board and Vigilantly Little League Representatives
- Amendment / Addition to the Employee Handbook
- Virginia City MVD Contract
- USDA Lease Extension Rate for Lease 57-0325-06-005
- Sheriff's Wage Discrepancy
- IGT Funds for MVM in 2025

ADJOURNMENT

Questions for County:

1. Road closure: How many days are acceptable/reasonable? Reasonable timeframe for the work is between 5 to 10 working days. Is a closure period of up to 12 days acceptable (one weekend)?
 - All detour route improvements and signing to be completed by the county.
2. Any asphalt pavement type preference. PG 58-28 ok? Or would you prefer 64-28 to better handle heavier truck traffic?
3. Is the County Ok with rail end buffers at each bridge corner or would they like to see approach rail? No rail on the existing bridge.
4. Refer to plan view on the proposed road width. Does the county want a full 24' road width at each bridge end, or taper from project start/end straight to bridge? Existing roadway is 21-23' wide.
5. Adding a full 24' wide bridge with a 6" increased elevation results in the slopes at the bridge corners becoming very steep for the existing wingwalls. Is the County ok with raising the wingwalls ~1' after the bridge is installed? The use of eco blocks could be discussed.
6. Will the County remove the weight limit signs, or should the Contractor?

PROJECT MANUAL

Lake Road Bridge Replacement

Madison County

January 2026

Prepared by:

Caleb Smartnick

QAQC by:

Karl Yakawich, PE



TABLE OF CONTENTS

MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS

The Montana Public Works Standard Specifications, Seventh Edition, April 2021 is incorporated herein by reference and shall be subject to the modifications and additions provided in the following Specifications.

STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

The Montana Department of Transportation Standard Specifications for Road and Bridge Construction, current edition, are incorporated herein by reference and shall be subject to the modifications and additions provided in the following Specifications.

WHITE SECTION

00100 - Invitation to Bid

00400 - Bid Form

General Requirements

00500 - Agreement Form

02461 – Steel Modular Bridge System

Montana Prevailing Wage Rates for Highway Construction

SECTION 00100

INVITATION TO BID

Separate sealed bids for construction of the Lake Road Bridge Replacement project will be received by Great West Engineering until **3:00 p.m.** local time on **XXXX**. Questions may be directed to Logan Williams at Great West Engineering, via phone (406-495-6161) or email (lwilliams@greatwesteng.com). To submit a bid, email a completed Bid Form and required attachments to Logan Williams or send a hard copy to Great West Engineering, 250 Helen P Clarke Street, Helena, MT 59601.

The project consists of the supply and installation of a 22-ft span new steel modular bridge system that will be installed on an existing concrete foundation near Harrison, Montana. Improvements consist of, but are not limited to: removal of existing timber bridge, supply and installation of new steel bridge system, and asphalt pavement transitions.

Contractor and any of the Contractor's Subcontractors bidding or doing work on this project will be required to be registered with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, PO Box 8011, 1805 Prospect, Helena MT 59604-8011. Information on registration can be obtained by calling (406) 444-7734. All laborers and mechanics employed by Contractor or Subcontractors in performance of the construction work shall be paid wages at rates as required by Montana Prevailing Wage Rates. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Each bid or proposal must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to Beaverhead County, in an amount not less than ten percent (10%) of the total amount of the bid. Successful Bidders shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance, as required, shall be provided by the successful Bidder(s) and a certificate(s) of that insurance shall be provided.

The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid that is in the best interest of the Owner.

Madison County, Montana is a Equal Opportunity Employer.

Publication Dates: **ADD**

END OF SECTION

SECTION 00400

BID FORM

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DRAFT

Section 00400 - Bid Form

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ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

lwilliams@greatwesteng.com

or

Great West Engineering
250 Helen P Clarke Street
Helena, MT 59601

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security (bid bond);
- B. Completed and signed bid sheets;
- C. Acknowledgement of Addendum;
- D. Contractor's license number No.: _____ as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 3—BASIS OF BID—UNIT PRICES3.01 *Unit Price Bids*

- A. Bidder may choose to bid on *one or both* schedules of work detailed below.
- B. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization	LS	1	\$	\$
2	Removal of Existing Bridge	LS	1	\$	\$
3	Supply & Install Steel Girder Bridge System with Backwalls & Rail (W18 Girders)	LS	1	\$	\$
4	1" Minus Crushed Base Course	CY	55	\$	\$
5	Asphalt Pavement Type B, PG 58-28	Ton	60	\$	\$
Total of All Unit Price Bid Items					\$
CONTRACTORS ESTIMATED NOTICE TO PROCEED DATE					

3.02 *Evaluation of Bids*

If the Contract is to be awarded, OWNER will award the Contract to the responsible bidder whose Bid, conforming with all material terms and conditions of the Bidding Documents, is lowest price, in the best interest of the Project, and other factors considered. As the project schedule is important the owner, the Contractors estimated Notice to Proceed date will also determine the bid award.

- A. Bidder acknowledges that:
1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages and payments to Owner for Unscheduled Employment of the Engineer.

Section 00400 - Bid Form

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ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda and any data and reference items identified in the Bidding Documents.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the ~~Supplementary Conditions~~ General Requirements, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the ~~Supplementary Conditions~~ General Requirements, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Section 00400 - Bid Form

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BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____

END OF SECTION

Section 00400 - Bid Form

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GENERAL REQUIREMENTS

1.1 PROJECT DESCRIPTION

- A. The project consists of a bridge superstructure replacement located near Harrison, Montana. The bridge is located on Lake Road over South Willow Creek. The work consists of removal of the existing timber structure and replacement with a new 22-ft span steel girder system. Improvements consist of, but are not limited to: removal of existing timber bridge, supply and installation of new steel bridge system, wingwall extensions, and asphalt pavement transitions.
- B. The contract time to reach substantial completion is indicated in the Agreement Form.

1.2 INCORPORATION OF THE MPWSS

- A. All provisions of the Montana Public Works Standard Specifications, Seventh Edition, April 2021, hereafter collectively referred to as the MPWSS, apply to the project, except where portions of the MPWSS are modified or replaced by the Contract Documents.
- B. Delete Part 4: MEASUREMENT AND PAYMENT in all sections of the MPWSS. Payment for an item will only be made if that item is listed as a Bid Item in the Bid Form. If an item is listed as a Bid Item, administrative and procedural requirements will be listed below. If an item is not listed as a Bid Item, the item is not required or is considered an incidental cost to other Bid Items.

1.3 WAGE RATES

- A. Prevailing wages are required for this project. **Effective as of January 11th, 2025**, the prevailing wage rates for Highway Construction services are included in this Project Manual.

In accordance with MCA 18-2-401 and 18-2-402, the Contractor and all Subcontractors must pay, as a minimum, the rate of wages as provided in the Montana Prevailing Wage Rates including fringe benefits and applicable zone pay. A copy of the current wage determination is included in the Contract Documents.

In addition, in accordance with MCA 18-2-422, the Contractor and all Subcontractors must maintain certified payrolls for a period of not less than 3 years from the completion of work and post a statement of all wages and fringe benefits at the site of the work.

The Contractor must also submit certified payrolls for all employees and employees of Subcontractors to the Engineer within one week of issuing each respective payroll.

1. For the purposes of calculating zone pay for prevailing wage rates, it should be noted that the center of the project site is 47 miles from the Gallatin County Courthouse one-way, over the shortest practical maintained route.

1.4 INSURANCE

- A. The successful bidder shall submit proof of Workers Compensation and Commercial General Liability insurance before the County will enter into an agreement. The liability insurance shall have a minimum coverage of \$2,000,000 General Aggregate.

1.5 PERFORMANCE AND PAYMENT BONDS

- A. The successful Contractor shall provide performance and payment bonds before the County will enter into an agreement. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

1.6 UTILITIES

- A. The Contractor must check with the Utilities Underground Location Center (800-424-5555) at least two full working days in advance of the planned work date so that all utilities are located prior to digging if required.
- B. A known underground communication line runs through the project extents. The Contractor shall notify 3 Rivers Communication at least 2 full working days prior to any excavation.

Mitch Larson
Mitch.larson@3rivers.coop
(406) 580-1794
102 Comley Way
Ennis, MT 59729

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Migratory Bird Act: Follow the requirements of MDT Standard Specifications Section 208.03.4.A. Any work that may impact active nests will be completed outside of the nesting season, between the dates of August 16 and April 15, when no active nests are present.
- B. Dispose of all treated timber waste materials appropriately in a Class II landfill in accordance with all local, state, and federal requirements.
- C. No stream permits or other permits have been obtained by the Owner, as the work is not anticipated to impact the stream channel or surrounding habitat. The contractor shall prevent sediment or any other construction debris from entering the channel. The contractor is responsible for obtaining their own permits, if required due to means and methods of implementing the work.

1.8 TRAFFIC CONTROL

- A. Contractor may close the bridge to public traffic. Public traffic can utilize alternate routes. **The closure period shall be limited to a maximum of 12 continuous days with a maximum of one weekend.** At the conclusion of daily construction activities, the Contractor shall insure that proper traffic control measures remain in effect overnight and

through the weekend. Coordinate with the Owner to schedule road closures and/or detours and conduct construction activities so as not to interfere with the traffic control. The contractor shall provide Type III barricades at the bridge ends with advanced closure warning notification signage meeting MUTCD.

Adhere to all traffic control requirements as set forth in the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), latest edition, published by the U.S. Department of Transportation, Federal Highway Administration.

1.9 PROCEDURES

- A. Unit prices include all necessary materials plus the cost for delivery, installation, insurance, overhead, and profit.
- B. Work Required: The Work Required section does not necessarily name all incidental items required to complete the work. The cost of all such incidentals shall be included in the various related items of work. All estimated quantities stipulated in the Bid Forms or other Contract Documents are approximate and are to be used only as a basis for estimating the probable cost of the work and for the purpose of comparing the proposals submitted for the work. It is understood and agreed that the actual amounts of work performed and materials furnished under unit price items may differ from such estimated quantities, and the payment for such work and materials shall be based on the actual amount of work done and materials furnished in each case.
- C. Contractor to confirm size of all members with Engineer in the field prior to ordering materials.

1.10 WORK REQUIRED

- A. Bid Item No. 1 – MOBILIZATION
 - 1. Description: This item shall cover the costs of preparatory work and operations.
 - 2. Work required under this section shall include but not be limited to the following:
 - a. Move personnel, equipment, supplies and incidentals to the project site;
 - b. Establish all facilities necessary for the work on the project;
 - c. Obtain the required insurance and bonds;
 - d. Installation and maintenance of bridge closure signage and barricades;
 - e. All other work and operations which must be performed prior to beginning work on the various items of the project.
 - 3. Unit of Measurement: Lump Sum
 - 4. Measurement: Measurement for MOBILIZATION will be per lump sum as indicated in the bid form.
 - 5. Payment: Payment for MOBILIZATION will be per each as indicated in the bid form.
- B. Bid Item No. 2 – REMOVAL OF EXISTING BRIDGE:
 - 1. Description: This item includes the removal and disposal of the existing bridge superstructure.
 - 2. Work required under this section shall include but not be limited to the following:
 - a. Removal of existing bridge superstructure;
 - b. Any required excavation at the bridge ends;
 - c. Disposing of all aforementioned bridge elements;

- d. All labor, tools, equipment, materials, royalties, and incidentals necessary to complete the work as specified.
 3. Unit of Measurement: LUMP SUM
 4. Measurement: Measurement for REMOVAL OF EXISTING BRIDGE will be per lump sum as indicated in the bid form.
 5. Payment: Payment will be made at the contract unit price bid per lump sum for REMOVAL OF EXISTING BRIDGE as indicated in the Bid Form.
- C. Bid Item No. 3 – SUPPLY & INSTALL STEEL GIRDER BRIDGE SYSTEM WITH BACKWALLS & RAIL:
1. Description: This item includes the supply and installation of the new steel bridge system as shown on the plans and technical specifications. Modular bridges shall include steel bridge superstructure complete with corrugated steel deck system, bearings, steel backwalls, bridge rail system and necessary splicing components.
 2. Work required under this section shall include but not be limited to the following:
 - a. Supply, Furnishing, and Installation of the steel bridge system;
 - b. Supply and install connections to the existing foundation;
 - c. All labor, tools, equipment, materials, royalties, and incidentals necessary to complete the work as specified.
 3. Unit of Measurement: LUMP SUM
 4. Measurement: Measurement for SUPPLY & INSTALL STEEL GIRDER BRIDGE SYSTEM WITH BACKWALLS & RAIL shall be per lump sum.
 5. Payment: Payment will be made at the contract unit price bid per lump sum for SUPPLY & INSTALL STEEL GIRDER BRIDGE SYSTEM WITH BACKWALLS & RAIL as indicated in the Bid Form.
- D. Bid Item No. 4. – 1” MINUS CRUSHED BASE COURSE:
1. Description: This item shall meet the requirements of Section 02235 of the MPW Standard Specifications. The size of material to be used on this project is listed on the bid forms.
 2. Work required under this section shall include but not be limited to the following:
 - a. Providing gradation and proctor tests for material as required;
 - b. Loading, hauling, and spreading the material;
 - c. Blending, watering and compacting;
 - d. Compaction at the bridge ends;
 - e. Finish grading to the lines and grade shown on the Drawings;
 - f. All labor, tools, equipment, materials, royalties, incidentals necessary to complete the work as specified.
 3. Unit of Measurement: Cubic Yard
 4. Measurement: Measurement for 1” MINUS CRUSHED BASE COURSE will be per cubic yard as indicated in the Bid Form and to the neat lines and grade as shown on the Drawings.
 5. Payment: Payment for 1” MINUS CRUSHED BASE COURSE will be made at the contract unit price bid per cubic yard as indicated in the Bid Form.
- E. Bid Item No. 5. – ASPHALT PAVEMENT TYPE B, PG 58-28:
1. Description: This item shall meet the requirements of Section 02510 of the MPW Standard Specifications. Unless otherwise approved by the Engineer, the plant mix shall consist of Type B aggregate using performance grade asphalt binder 58-28.

2. Work required under this section shall include but not be limited to the following:
 - a. Providing job-mix formula submittal;
 - b. Providing Marshall density;
 - c. Neatly sawcutting edge of existing asphalt;
 - d. Removal and disposal of existing asphalt (existing thickness is unknown);
 - e. Applying tack coat on bridge planking and where the new and old asphalt surfaces meet;
 - f. Providing, furnishing, transporting, stockpiling, heating, drying, and screening of aggregate materials;
 - g. Furnishing, handling, measuring, mixing and manipulating of asphalt concrete materials including asphalt cement;
 - h. Asphalt on bridge deck in two lifts;
 - i. Hauling, placing, shaping, compacting and finishing of the paving mix;
 - j. Compaction tests as specified herein;
 - k. All labor, tools, equipment, materials, royalties and incidentals required to complete the work as specified.
3. Unit of Measurement: Ton
4. Measurement: Measurement for the ASPHALT PAVEMENT TYPE B, PG 58-28 will be per Ton as indicated in the Bid Form to the neat lines and grade as shown on the Drawings.
5. Payment: Payment for the ASPHALT PAVEMENT TYPE B, PG 58-28 will be made at the contract unit price bid per ton as indicated in the Bid Form.

END OF SECTION

SECTION 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between Madison County, Montana (“Owner”) and _____ (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project consists of the supply and installation of a new steel modular bridge system that will be installed on an existing concrete foundation near Harrison, Montana. Improvements consist of, but are not limited to: removal of existing timber bridge, supply and installation of new steel bridge system, and asphalt pavement transitions.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Lake Road Bridge Replacement.**

ARTICLE 3 – ENGINEER

3.01 The Owner has retained **Great West Engineering** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work at bridge site will be substantially complete within **30** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **15** days after the date when the Contract Times commence to run.

4.03 *Contract Times: Dates*

A. The Work at the bridge site will be substantially completed on or before May 1, 2026, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before May 15, 2026.

4.04 Special Damages

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor’s failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

1. Damages for (2) in the above paragraph will be incurred based on the following hourly rates:

Straight Time	
Project Manager	\$217.00/Hour
Project Engineer	\$180.00/Hour
Resident Project Representative (RPR)	\$173.00/Hour
RPR Overtime Rate	\$259.50/Hour
Project Administrator	\$152.00/Hour
Clerical	\$115.00/Hour
Mileage	\$ 0.85/Mile
Survey Crew	\$350.00/Hour
GPS Rental	\$400.00/Day
Nuclear Densometer	\$30.00/Day

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 *Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, an amount equal to the sum of the established unit prices for each Bid item from the Bid Form multiplied by the actual quantity of the respective Bid item constructed and accepted.*

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions: Contract Documents.

6.02 *Consent of Surety*

- A. Owner will not make final payment unless Contractor submits written consent of the surety to such payment, return, or release.

6.03 *Interest*

- A. All amounts not paid when due will bear interest at the ~~rate of percent~~ maximum rate per annum MCA 28-2-2103 and MCA 28-2-2104.

ARTICLE 7 – CONTRACTOR’S DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 7, inclusive).
 2. Invitation to Bid (pages 1 to 1, inclusive).
 3. Bid Form (pages 1 to 7, inclusive).
 4. Bonds:
 - a. Bid Bond From (EJCDC No. C-430 (Penal Sum Form)) (pages 1 to 2, inclusive).
 - b. Performance bond (together with power of attorney) (pages 1 to 4, inclusive).
 - c. Payment bond (together with power of attorney) (pages 1 to 4, inclusive).
 5. General Requirements (pages 1 to 5, inclusive).
 6. Construction Plans (pages 1 to 5, inclusive).
 7. Montana Prevailing Wage Rates (pages 1 to 13, inclusive).
 8. Addenda (numbers to inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Notice of Award (pages 1 to , inclusive).
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
 11. The Montana Public Works Standard Specifications, Seventh Edition, April 2021, collectively referred to as MPWSS, as may be modified by above Contract Documents. (The MPWSS is not attached to the Agreement).
 12. The Montana Department of Transportation Standard Specifications (MDTSS) for Road and Bridge Construction, current edition. (The MDTSS is not attached to this Agreement.)

- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the ~~Contract~~ General Conditions.

ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions.

9.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

Section 00500 - Agreement between Owner and Contractor for Construction Contract
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- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

DRAFT

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Address:

Phone: _____

Phone: _____

Email: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: _____
(where applicable)

State: _____

SECTION 02461

STEEL MODULAR BRIDGE SYSTEM

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section covers the design, fabrication, supply, and delivery of a shop assembled prefabricated steel bridge superstructure complete with a corrugated steel deck system, bearings, and steel bridge rail.

1.2 REFERENCES

Copies of any referenced specification; standards or codes may be procured from the following organizations;

AASHTO American Association of State Highway and Transportation Officials

ASTM American Society for Testing and Materials
1916 Race Street
Philadelphia, PA 19103

AWS American Welding Society
550 North Le June Road
Miami, FL 33126

1.3 QUALIFICATIONS OF MANUFACTURER

- A. The material and workmanship shall be of the highest grade throughout and in accordance with the best standard practices of modern bridge construction. All materials used in fabrication of the superstructure shall conform to the applicable specifications.
- B. Bridge fabricators shall have maintained certification by the American Institute of Steel Construction (AISC) for (SBR) Simple Bridges for a period of at least five (5) continuous years immediately preceding the bid opening.

1.4 GENERAL DESIGN

- A. Design Code: The Bridge superstructure and deck shall be designed in accordance with the AASHTO LRFD Bridge Design Specifications, Current Edition, with current interims.
- B. Bridge Type: Basic design shall incorporate a steel girder superstructure system with a steel decking system. The bridge will be designed and configured to provide a full bolt-together design. Each module shall utilize more than one girder to eliminate a "Fracture Critical" designation. Field or shop splices of the girders is not allowed. No field welding will be allowed without approval from the Engineer.
- C. Features of Design
1. Bridge span and skew shall be as shown on the plans

2. Bridge shall convey two lanes of traffic. Useable bridge width shall be **24'-0"** and shall be measured from inside face to inside face of rail system.
3. Girder diaphragms, stiffeners, and other attachments are not shown on plans and shall be designed by supplier.
4. Top of side dam shall be 2" above top of corrugated deck to facilitate asphalt wearing surface. Center of bridge will have 5 inches of asphalt surfacing over the top of the corrugated decking.
5. Backwalls: The backwalls should be approved, designed, and supplied by the prefabricated bridge supplier to ensure conformance with design parameters and appropriate fit-up. The backwalls shall be constructed of a structural steel frame with intermediate supports and a minimum of 16 gauge corrugated galvanized steel to facilitate a simple bolt-on connection to the girder ends/end diaphragms. Backwalls shall be painted with Corothane I, Coal Tar, (Black). Backwalls shall continue at full depth including the height of the side dams as shown on the plans.
6. Rail: W-Beam type bridge rail system (galvanized steel) meeting or exceeding NCHRP350 TL2 crash test requirements or can resist railing design forces as specified in AASHTO LRFD TL2. Bridge rail post spacing to be as designed by supplier. Provide a half round buffer (boxing glove) end at each corner (weathering steel).
7. Top of w-beam rail section shall be a **2'-5"** above the top of the side dam.

D. Design Loadings

1. Vehicular Live Load: **HL-93**, Two Lanes
2. Additional Future Wearing Surface: 10 psf (pounds per square foot).
3. Future Utility Load: 10 plf per edge (pounds per linear foot per utility, assumed attachment to exterior girders).
4. Live Load Deflection: Calculation of dead and live load deflection is required. Live load deflection of the primary members should be limited to the L/800 span-to-deflection ratio.
5. Camber: Dead load deflection shall be accommodated by forming camber into the unloaded geometry of the members and their connections. Camber the bridge to offset dead load deflections, excluding future wearing surface, such that there is no sag in the finished grade profile. Show the bridge camber on the drawings. Sag is undesirable and prohibited. Pre-loaded camber will not be required.

E. Bearing System: The bearing system shall consist of a steel sole plate system with elastomeric pads. The bearing system should provide for expansion and contraction of the bridge throughout the design temperature range. Complete bearing system shall be provided minus anchor bolts. Supplier is required to complete final design calculations to verify proposed bearing system is adequate for the final superstructure.

1.5 FABRICATION DRAWINGS

- A. Bridge shall be designed by a licensed professional engineer (PE) registered in the State of Montana. Superstructure design calculations and drawings shall be submitted for approval in PDF format prior to fabrication. Fabrication shall not begin until the working drawings have been approved as directed above and the supplier has received approved prints thereof.
- B. Charpy V-notch impact tests (Zone 3) on steel girders in compliance with AASHTO LRFD Bridge Design Specifications to be furnished prior to acceptance and final payment.
- C. A comprehensive installation plan that provides manufacture's recommended handling, placement, and fit up shall be provided in triplicate prior to fabrication.

PART 2 - MATERIALS

2.1 FABRICATION

- A. Structural steel is to be fabricated in accordance with the AISC Quality Certification Program. The Design Engineer shall affix their stamp to the shop drawings certifying all requirements have been met. Welders shall be certified in accordance with AWS D1.5 Bridge Welding Code.

2.2 MATERIALS

- A. Structural Steel: All structural steel shapes and plates shall have full material traceability provided prior to final payment and shall conform to the requirements of AASHTO M270 Grade 50W (ASTM A588 weathering steel). Domestic AIS requirements do not apply.
- B. Structural Decking: Decking to be 4.25" x 12" galvanized steel structural decking designed to accommodate AASHTO LRFD design loads (9-gauge minimum). Decking to be welded to top flange of girders. Welds to be treated as recommended by supplier.
- C. Structural Fasteners: All bolted connections shall utilize ASTM A-325 High Strength Bolts. All bolts for weathering steel components shall be ASTM A325 Type 3. Galvanized bolts shall be A325 Type 1, hot dip galvanized in accordance with ASTM A-153 specifications.
- D. Bearing Pads: Elastomeric bearing pads, fiber reinforced, and steel reinforced bearing pads shall be plain bearing of nominal 60 ± 5 durometer hardness, Shore A, which may be molded individually, cut from previously molded strips or slabs, or extruded and cut to length. the bearing pads shall meet the requirements of Section 14.7.6.2, "Material Properties", AASHTO LRFD (Eighth Edition) and the elastomer portion of the elastomeric compound shall be 100 percent virgin chlorophene (neoprene).

PART 3 - CONSTRUCTION METHODS

3.1 CLEANING

- A. Exterior surfaces shall be cleaned per SSPC-SP6 prior to shipment to ensure uniform weathering.

3.2 ASPHALT PAVEMENT DECK PROCEDURES

- A. Consult with bridge supplier to develop procedures for placement of the asphalt surface course on the bridge deck. Procedure to be approved by the Engineer prior to placement. Before paving, the deck should be cleaned of debris.
- B. Apply an asphalt tack coat prior to installation of asphalt to ensure an appropriate bond between the pavement and the steel deck.
- C. Two courses of asphalt pavement are required on the bridge. The first course shall be compacted to fully fill the corrugations. The second course shall be placed to achieve the final roadway elevations. The final course shall provide a 2% crown on the bridge.

3.3 STORAGE AND TRANSPORTATION

- A. Each bridge module shall be designed and supplied with a minimum of 4 integral lifting lugs to facilitate safe handling and placement of the bridge module. If specialty lifting attachment hardware is required, supply one set to the Owner. Extreme care shall be exercised in handling and moving steel modular bridge sections. Modular units should be transported in an upright position and the points of support and directions of the reactions with respect to the members shall be approximately the same during transportation and storage as when the member is in its final planned position.

Care shall be taken during storage, hoisting, and handling of the modular units to prevent damage.

Lifting of steel modular sections shall be done only by use of the supplier design devices and lifted as recommended by supplier.

Units damaged by improper storage or handling by the Supplier shall be replaced by the Supplier at his expense.

3.4 DELIVERY

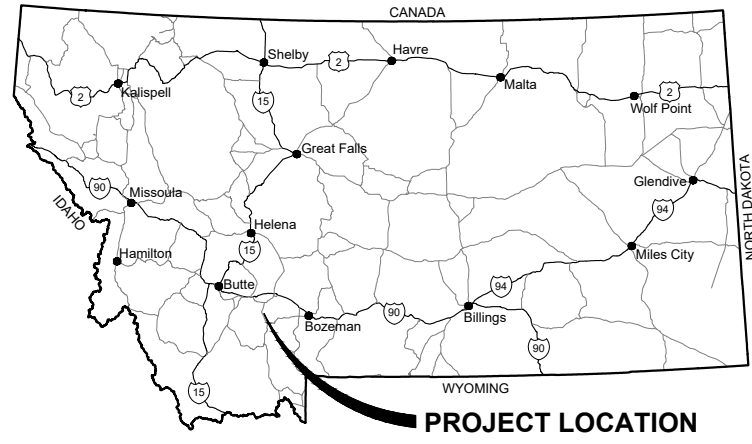
- A. Bearing plates may be shipped loose.
- B. Each bridge section shall be provided with lifting lugs. If specialty lifting hardware is required, the County/Contractor shall be supplied one set of lifting hardware for their use and ownership.

END OF SECTION

SHEET INDEX

PROJECT: 1-21175-T032
DATE: JANUARY 2, 2026

SHEET 1	COVER
SHEET 2	GENERAL NOTES
SHEET 3	EXISTING SITE PLAN
SHEET 4	LAKE ROAD PLAN & PROFILE
SHEET 5	BRIDGE DETAILS



MADISON COUNTY LAKE ROAD BRIDGE

MDT BRIDGE ID: 07035

PRELIMINARY PLANS

SECTION 31, TOWNSHIP 1 SOUTH, AND RANGE 1 WEST



NOT TO SCALE

PLANS PREPARED FOR:

MADISON COUNTY



APPROVED BY:

KARL YAKAWICH, P.E.
GREAT WEST ENGINEERING

QA/QC BY:

LOGAN WILLIAMS, P.E.
GREAT WEST ENGINEERING

PLANS PREPARED BY:

CALEB SMARTNICK



NO.	REVISION DESCRIPTION	BY	DATE	SET NO.
△				SHEET NO. 1
△				
△				
△				
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ABBREVIATIONS

⊙	AT	LPG	LIQUID PROPANE GAS
Δ	ANGLE OF DEFLECTION, DELTA ANGLE	LT	LEFT
<PT	ANGLE POINT	MAX	MAXIMUM
AB	ANCHOR BOLT	MD	MEASURE DOWN
ABDN	ABANDON	MFD	MANUFACTURED
AC	ASBESTOS CONCRETE	MFR	MANUFACTURE, MANUFACTURER
ADDN	ADDITIONAL	MH	MANHOLE
ADJ	ADJACENT	MIN	MINIMUM
AFF	ABOVE FINISHED FLOOR	MISC	MISCELLANEOUS
ALT	ALTERNATE	MJ	MECHANICAL JOINT
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE	MOV	MOTOR OPERATED VALVE
APPROX	APPROXIMATE	MPWSS	MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS
APVD	APPROVED	N	NORTH
ARCH	ARCHITECTURE, ARCHITECTURAL	NE	NORTHEAST
ASPH	ASPHALT	NG	NATURAL GAS
AVE	AVENUE	NIC	NOT IN CONTRACT
AVG	AVERAGE	NO	NUMBER
BFV	BUTTERFLY VALVE	NOM	NOMINAL
BLDG	BUILDING	NTS	NOT TO SCALE
BLK	BLOCK	NW	NORTHWEST
BLVD	BOULEVARD	OC	ON CENTER
BM	BEAM, BENCHMARK	OD	OUTSIDE DIAMETER
BOT	BOTTOM	OF	OVERFLOW
BRG	BEARING	OH	OVERHEAD
BRKT	BRACKET	OHP	OVERHEAD POWER
BVC	BEGIN VERTICAL CURVE	OHT	OVERHEAD TELEPHONE
C-C	CENTER TO CENTER	OPNG	OPENING
CHAN	CHANNEL	PC	POINT OF CURVATURE
CHK	CHECK	PCC	POINT OF COMPOUND CURVATURE
CI	CAST IRON	PE	PLAIN END, POLYETHYLENE
CIPC	CAST-IN-PLACE CONCRETE	PERP	PERPENDICULAR
CIRC	CIRCULAR	PI	POINT OF INTERSECTION
CJ	CONSTRUCTION JOINT, CONTROL JOINT	PL	PROPERTY LINE
CL	CENTER LINE	PNL	PANEL
CLR	CLEAR, CLEARANCE	PRC	POINT OF REVERSE CURVATURE
CMP	CORRUGATED METAL PIPE	PREFAB	PREFABRICATED
CMU	CONCRETE MASONRY UNITS	PRELIM	PRELIMINARY
CO	CLEANOUT	PREP	PREPARE, PREPARATION
COL	COLUMN	PROP	PROPERTY
CONC	CONCRETE	PRV	PRESSURE REDUCING VALVE
CONSTR	CONSTRUCTION	PSF	POUNDS PER SQUARE FOOT
CONT	CONTINUE, CONTINUED, CONTINUOUS	PSI	POUNDS PER SQUARE INCH
CONTR	CONTRACTOR	PT	POINT, POINT OF TANGENCY
COORD	COORDINATE	PVC	POLYVINYL CHLORIDE
CP	CONTROL PANEL, CONTROL POINT	PVI	POINT OF VERTICAL INTERSECTION
CPLG	COUPLING	PVMT	PAVEMENT
CTR	CENTER	R, RAD	RADIUS
CTV	CABLE TELEVISION	RC	REINFORCED CONCRETE
CU	CUBIC, COPPER	RCP	REINFORCED CONCRETE PIPE
CF	CUBIC FEET	RD	ROAD
CULV	CULVERT	RDCR	REDUCER
CY	CUBIC YARD	REBAR	REINFORCEMENT BAR
DET	DETAIL	REF	REFERENCE
DI	DUCTILE IRON, DRAIN INLET	REINF	REINFORCE
DIA, ∅	DIAMETER	REQD	REQUIRED
DIAG	DIAGONAL	RR	RAILROAD
DIM	DIMENSION	RST	REINFORCING STEEL
DR	DRIVE	RT	RIGHT
DWG	DRAWING	R/W	RIGHT-OF-WAY
E	EAST	S	SOUTH, SANITARY SEWER
EA	EACH	SAN	SANITARY
EL, ELEV	ELEVATION	SCH	SCHEDULE
ELB	ELBOW	SD	STORM DRAIN
ELEC	ELECTRIC, ELECTRICAL	SDWK	SIDEWALK
ENCL	ENCLOSE	SE	SOUTHEAST
ENGR	ENGINEER	SECT	SECTION
EOP	EDGE OF PAVEMENT	SF	SQUARE FOOT
EQ	EQUAL, EQUALLY	SHT	SHEET
EQ SP	EQUALLY SPACED	SIM	SIMILAR
EQUIP	EQUIPMENT	SLP	SLOPE
EQUIV	EQUIVALENT	SPEC	SPECIFICATION
EVC	END VERTICAL CURVE	SQ	SQUARE
EW	EACH WAY	SSTL	STAINLESS STEEL
EXC	EXCAVATE	STA	STATION
EXP	EXPANSION	SS	SANITARY SEWER SERVICE
EXP JT	EXPANSION JOINT	STD	STANDARD
EXST	EXISTING	ST	STEEL
FCV	FLOW CONTROL VALVE	STRUCT	STRUCTURE
FD	FLOOR DRAIN	SW	SOUTHWEST
FDN	FOUNDATION	SYM	SYMMETRICAL
FES	FLARED END SECTION	TB	THRUST BLOCK
FET	FLARED END TERMINAL	TBC	TOP BACK OF CURB
FF	FINISHED FLOOR	TBM	TEMPORARY BENCH MARK
FG	FINISH GRADE	TEL	TELEPHONE
FHYD	FIRE HYDRANT	TEMP	TEMPORARY
FJ	FLANGE JOINT	THRU	THROUGH
FL	FLOW LINE	TYP	TYPICAL
FLEX	FLEXIBLE	UG	UNDERGROUND
FM	FORCEMAIN	UGP	UNDERGROUND POWER
FT	FOOT, FEET	UGT	UNDERGROUND TELEPHONE
FO	FIBER OPTIC	UTIL	UTILITY
FTG	FOOTING, FITTING	V	VALVE, VOLT
G	NATURAL GAS	VB	VALVE BOX
GA	GAGE, GAUGE	VERT	VERTICAL
GAL	GALLON	VOL	VOLUME
GALV	GALVANIZED	W	WEST, WATER
GND	GROUND	WTR	WATER
GVL	GRAVEL	WD	WOOD
HB	HOSE BIB	W	WITH
HDPE	HIGH DENSITY POLYETHYLENE	W/O	WITHOUT
HOR, HORIZ	HORIZONTAL	WL	WETLAND
HWY	HIGHWAY	WM	WIRE MESH, WATER METER
HYD	HYDRANT	WS	WATERSTOP, WATER SURFACE, WATER SERVICE
ID	INSIDE DIAMETER	WT	WEIGHT
IE	INVERT ELEVATION	WV	WATER VALVE
IN	INCH	WWF	WELDED WIRE FABRIC
INV	INVERT	WWM	WELDED WIRE MESH
JB	JUNCTION BOX	XFMR	TRANSFORMER
JT	JOINT	X-ING	CROSSING
K	RATE OF VERTICAL CURVATURE	XS	CROSS SECTION
LBS	POUNDS	YD	YARD
LF	LINEAR FEET		
LN	LANE		

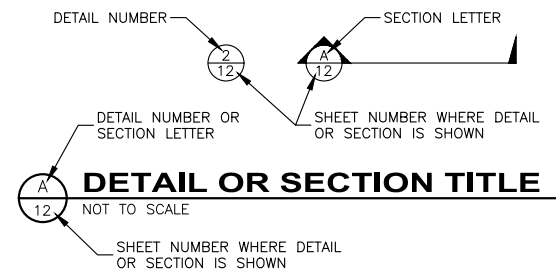
LEGEND

EXISTING	PROPOSED	DESCRIPTION	EXISTING	PROPOSED	DESCRIPTION
---	---	MAJOR CONTOUR	⊙	⊙	STUMP
---	---	MINOR CONTOUR	⊙	⊙	SHRUB/BUSH
---	---	OVERHEAD TELEPHONE	☀	☀	TREE-CONIFER
---	---	UNDERGROUND TELEPHONE	☀	☀	TREE-DECIDUOUS
---	---	CABLE TELEVISION	~	~	TREE LINE
---	---	FIBER OPTIC	⊙	⊙	COMMUNICATION MANHOLE
---	---	NATURAL GAS	⊙	⊙	COMMUNICATION VAULT
---	---	OVERHEAD POWER	⊙	⊙	TELEPHONE RISER
---	---	UNDERGROUND POWER	⊙	⊙	CABLE TV RISER
---	---	SANITARY SEWER	⊙	⊙	NATURAL GAS METER
---	---	SANITARY SEWER SERVICE	⊙	⊙	NATURAL GAS RISER
---	---	SANITARY SEWER FORCEMAIN	⊙	⊙	NATURAL GAS VALVE
---	---	STORM DRAIN	⊙	⊙	LIGHT POLE
---	---	STORM CULVERT	⊙	⊙	STREET LIGHT POLE
---	---	WATER	⊙	⊙	POWER RISER
---	---	WATER SERVICE	⊙	⊙	PAD MOUNTED TRANSFORMER
---	---	CHAINLINK FENCE	⊙	⊙	POWER VAULT
---	---	BARBED WIRE FENCE	⊙	⊙	UTILITY POLE
---	---	WOOD FENCE	⊙	⊙	GUY WIRE
---	---	PAVED ROAD	⊙	⊙	SANITARY MANHOLE
---	---	GRAVEL ROAD	⊙	⊙	SANITARY CLEANOUT
---	---	PROPERTY/LOT LINE	⊙	⊙	SANITARY LAMPHOLE
---	---	PROPERTY EASEMENT	⊙	⊙	STORM MANHOLE
---	---	PROPERTY SETBACK	⊙	⊙	STORM ROUND INLET
---	---	RIGHT-OF-WAY	⊙	⊙	STORM SQUARE INLET
---	---	CITY LIMIT/DISTRICT BOUNDARY	⊙	⊙	STORM CATCH BASIN
---	---	RAILROAD	⊙	⊙	11.25° ELBOW
---	---	DITCH	⊙	⊙	22.50° ELBOW
---	---	WATER EDGE	⊙	⊙	45° ELBOW
---	---	WETLAND	⊙	⊙	90° ELBOW
---	---	BUILDING	⊙	⊙	TEE
---	---	BENCHMARK	⊙	⊙	CROSS
---	---	CONTROL POINT	⊙	⊙	CAP
---	---	PROPERTY PIN	⊙	⊙	FIRE HYDRANT
---	---	BORING	⊙	⊙	GATE VALVE
---	---	MONITORING WELL	⊙	⊙	REDUCER
---	---	TEST PIT	⊙	⊙	WATER METER
---	---	BOLLARD	⊙	⊙	WELL
---	---	MAIL BOX	⊙	⊙	CURB STOP
---	---	SIGN	⊙	⊙	FROST FREE HYDRANT

GENERAL NOTES:

1. THIS IS A STANDARD LEGEND AND ABBREVIATION LIST. THEREFORE, NOT ALL SYMBOLS AND ABBREVIATIONS MAY BE USED ON THIS PROJECT.
2. UNLESS MODIFIED BY THE CONTRACT DOCUMENTS, ALL WORK WILL CONFORM TO THE MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS, SEVENTH EDITION, APRIL 2021 (REFERRED TO COLLECTIVELY AS MPWSS).
3. EXISTING UNDERGROUND UTILITIES SHOWN ARE FROM THE BEST INFORMATION AVAILABLE. THIS INFORMATION IS APPROXIMATE AND MAY BE INCOMPLETE. FOR ACCURATE LOCATION, THE CONTRACTOR SHALL CONTACT, PRIOR TO EXCAVATION, THE UTILITIES UNDERGROUND LOCATION CENTER AT: 1-800-424-5555.

GENERAL DESIGN DESIGNATIONS:



PRELIMINARY PLANS

NO.	REVISION DESCRIPTION	BY	DATE

PROJECT: 1-21175-T032
DESIGNED: CS
DRAWN: CS
CHECKED: LTW
APPROVED: KFY
DATE: JANUARY 2, 2026

DRAFT



MADISON COUNTY

LAKE ROAD BRIDGE

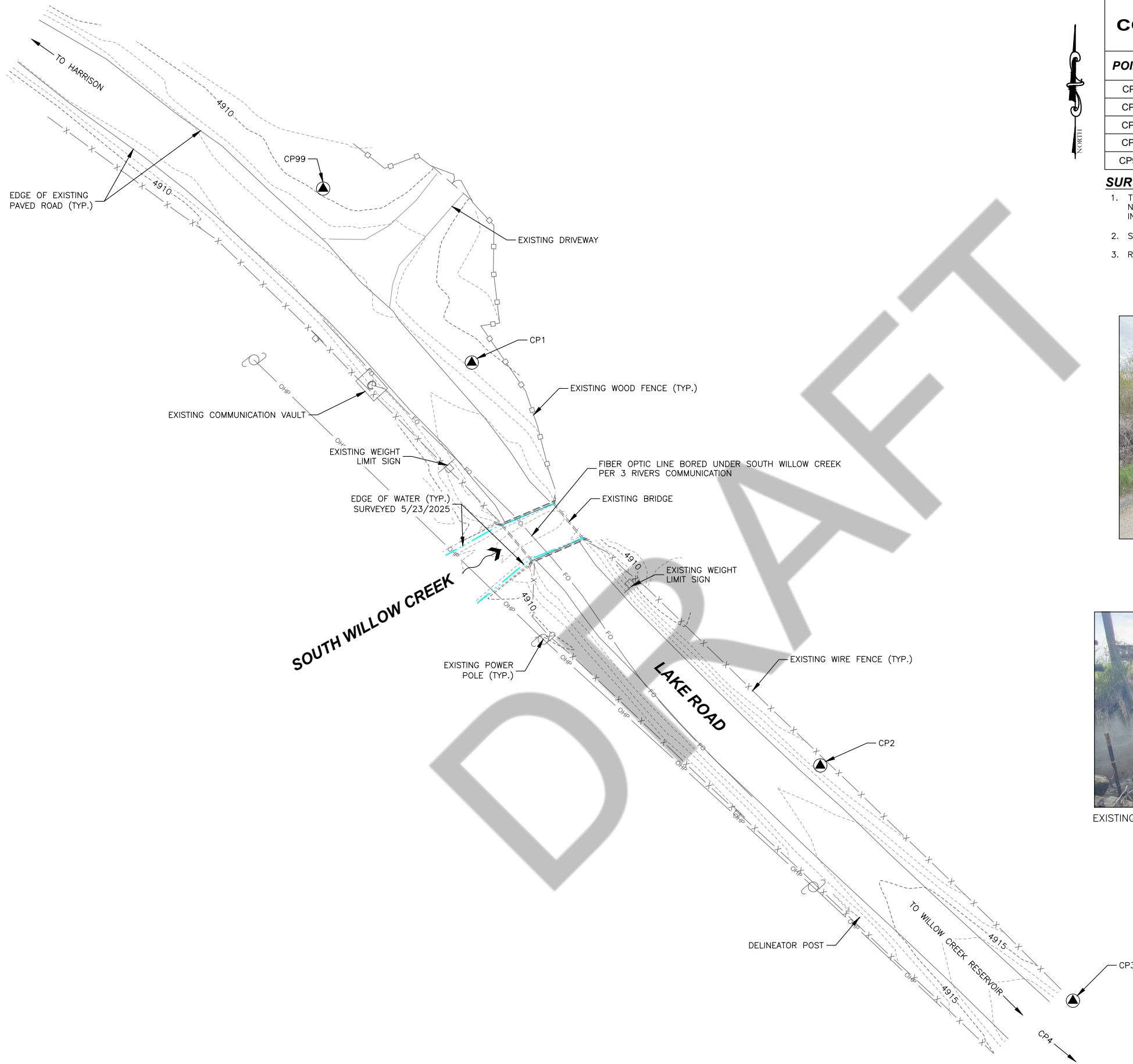
GENERAL NOTES

SHEET NO.

2

OF 5

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CONTROL POINT COORDINATE TABLE

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
CP1	537,388.12	1,385,984.88	4,910.78	REBAR W/ RPC
CP2	537,207.59	1,386,141.02	4,911.63	REBAR W/ RPC
CP3	537,102.18	1,386,254.17	4,917.28	REBAR W/ RPC
CP4	536,893.75	1,386,469.52	4,939.60	REBAR W/ RPC
CP99	537,466.09	1,385,918.32	4,910.03	REBAR W/ RPC

SURVEY NOTES

1. THIS PROJECT UTILIZES A LOCAL GROUND COORDINATE SYSTEM. NORTHING AND EASTING COORDINATES AND ELEVATIONS ARE EXPRESSED IN UNITS OF INTERNATIONAL FEET BOTH HORIZONTALLY AND VERTICALLY.
2. SURVEY COMPLETED ON 5/23/2025.
3. RPC = RED PLASTIC CAP.



EXISTING BRIDGE APPROACH LOOKING WEST



EXISTING BRIDGE PROFILE LOOKING SOUTH (LOOKING DOWNSTREAM)

PRELIMINARY PLANS

NO.	REVISION DESCRIPTION	BY	DATE

PROJECT: 1-21175-T032
DESIGNED: CS
DRAWN: CS
CHECKED: LTV
APPROVED: KFY
DATE: JANUARY 2, 2026

DRAFT

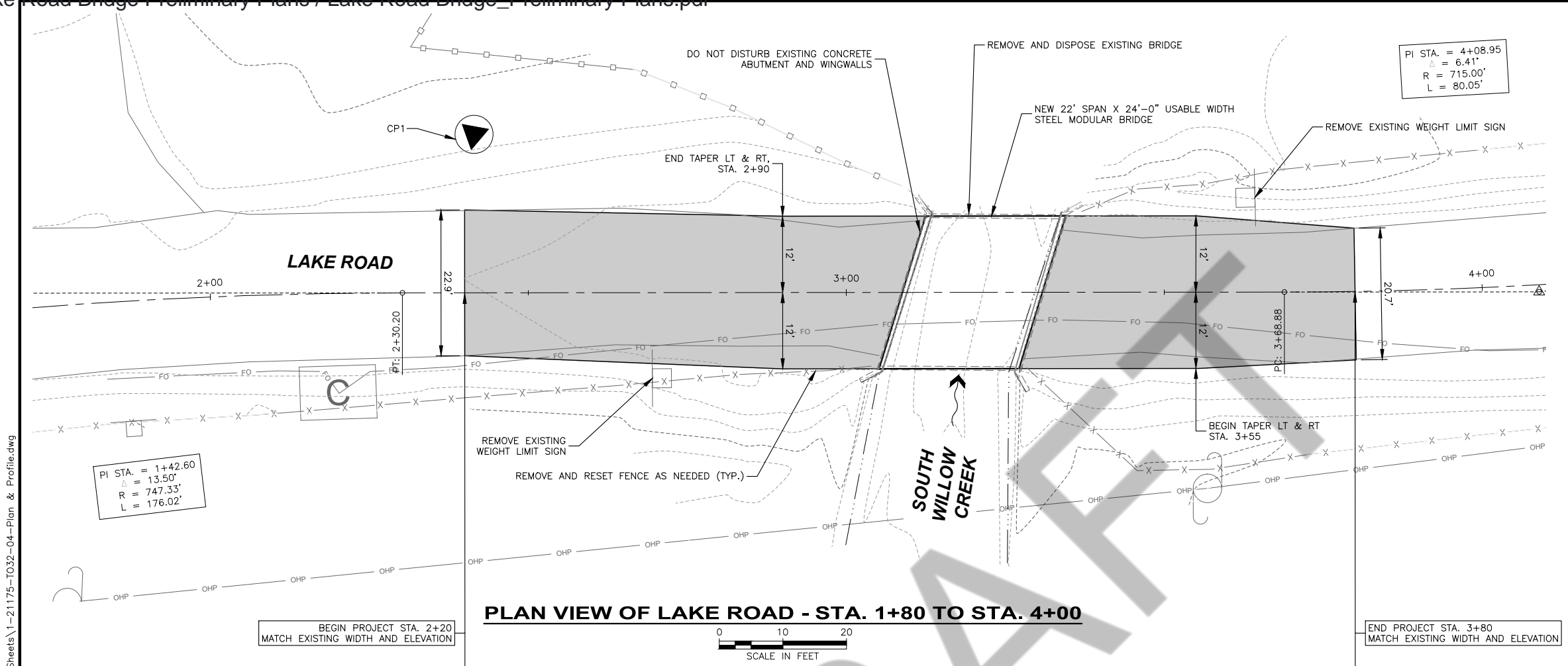


MADISON COUNTY
LAKE ROAD BRIDGE
EXISTING SITE PLAN

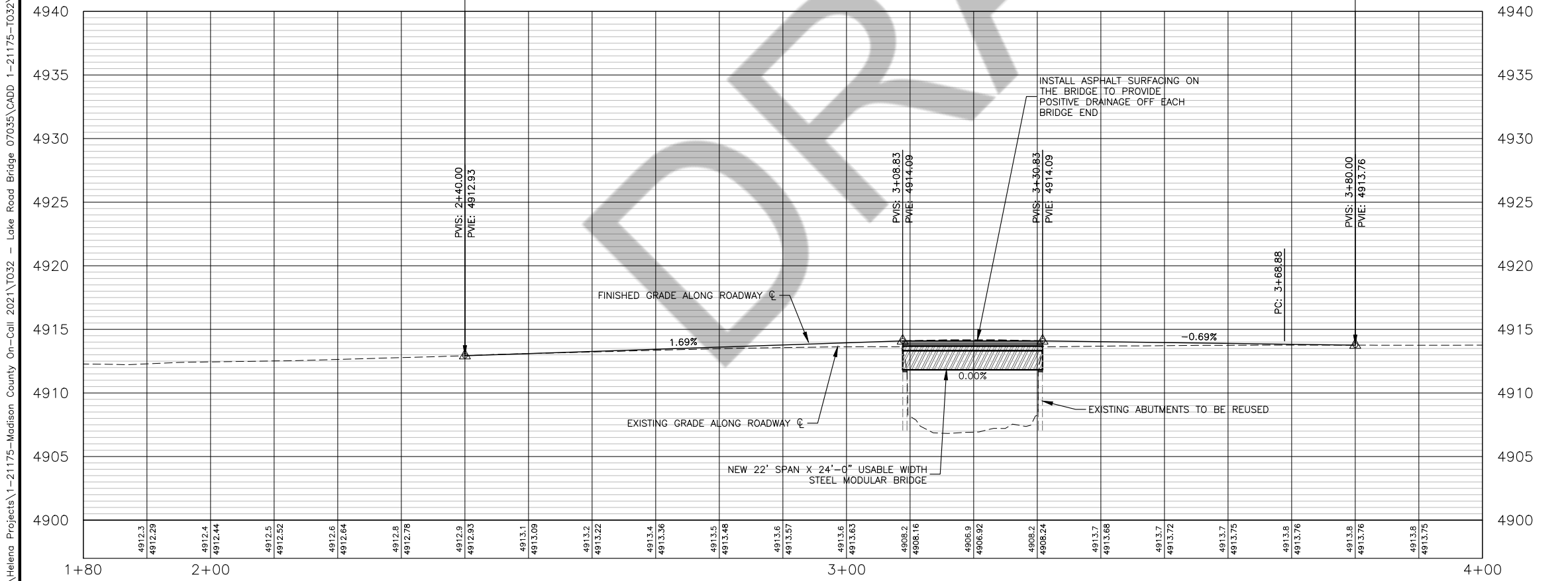
SHEET NO.
3
OF 5

EXISTING SITE PLAN
0 25 50
SCALE IN FEET

Y:\Shared\Helena Projects\1-21175-Madison County On-Call 2021\T032 - Lake Road Bridge 07035\CADD 1-21175-T032-03-Existing Site Plan.dwg



PLAN VIEW OF LAKE ROAD - STA. 1+80 TO STA. 4+00



PROFILE VIEW OF LAKE ROAD - STA. 1+80 TO STA. 4+00

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 10'

PRELIMINARY PLANS

NO.	REVISION DESCRIPTION	BY	DATE

PROJECT: 1-21175-T032
DESIGNED: CS
DRAWN: CS
CHECKED: LTV
APPROVED: KFY
DATE: JANUARY 2, 2026

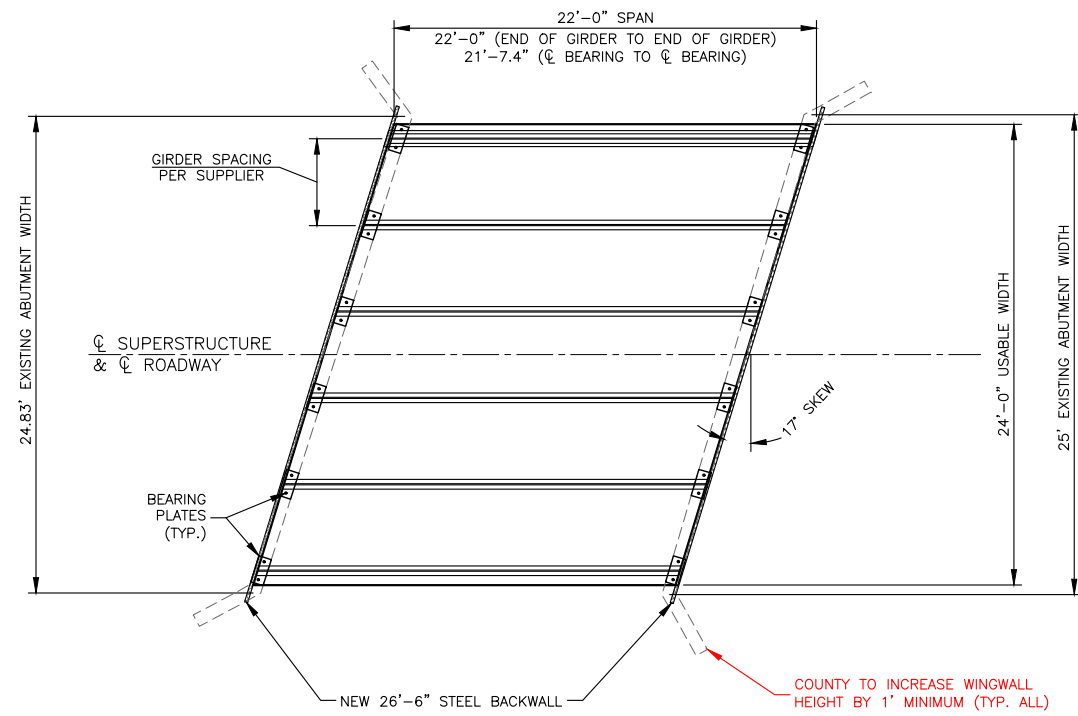
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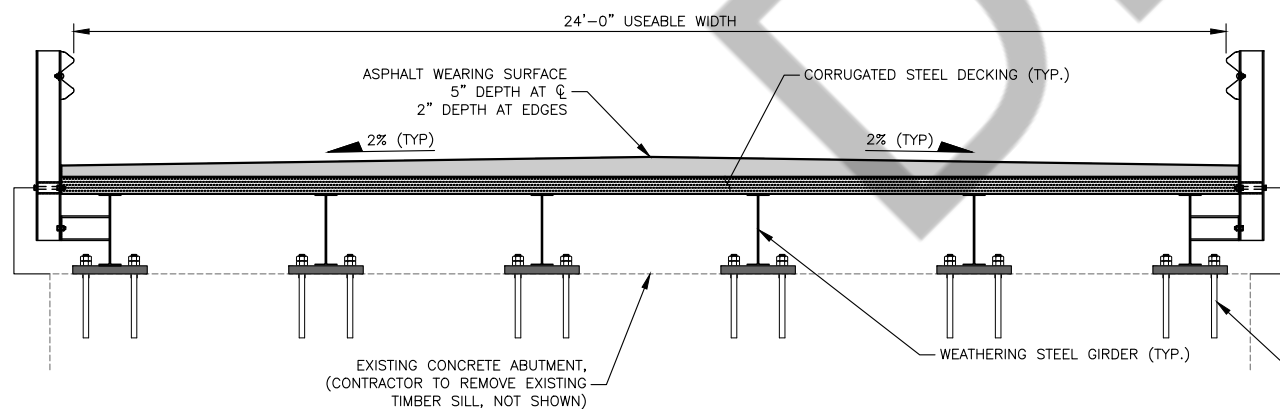
MADISON COUNTY
LAKE ROAD BRIDGE
LAKE ROAD PLAN & PROFILE
STA. 1+80 TO STA. 4+00

SHEET NO.
4
OF 5

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SUPERSTRUCTURE PLAN



ABUTMENT ELEVATION



GENERAL BRIDGE NOTES:

DESIGN:

DESIGNS SHALL BE IN ACCORDANCE WITH AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 10TH EDITION DESIGN DATA AS FOLLOWS:

- HL-93 LIVE LOAD
- TRUCK IMPACT = 33%
- FUTURE WEARING SURFACE = 10 PSF.
- DEFLECTION CRITERIA: L/800

STEEL MODULAR BRIDGE:

THE STEEL BRIDGE SUPERSTRUCTURE (STEEL GIRDERS) HAVE BEEN SHOWN UTILIZING A W18 GIRDER. THE BRIDGE SUPERSTRUCTURE SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF MONTANA. THE STEEL BRIDGE SUPPLIER IS TO SUPPLY AND DESIGN THE STEEL GIRDERS, DIAPHRAGMS, BEARING ASSEMBLY, BACKWALL, RAIL AND POST ATTACHMENTS, SIDE DAM, STIFFENERS, CORRUGATED DECKING, AND OTHER APPURTENANCES.

STEEL STRINGERS AND DIAPHRAGMS SHALL BE AASHTO M270, GRADE 50W (ASTM 709, GRADE 50), WEATHERING STEEL. BEARING PADS SHALL CONFORM TO LRFD BRIDGE CONSTRUCTION SPECIFICATIONS. BEARING COMPONENTS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

AN ALTERNATE W-SECTION MAY BE USED IN LIEU OF THE GIRDER SHOWN IN THE PLANS. THE GIRDERS MAY BE INCREASED IN DEPTH OF TO 3" AND DECREASED IN DEPTH UP TO 6" FROM THE PREFERRED W18 SECTION. THE USEABLE WIDTH SHALL NOT VARY FROM 24'-0". IF AN ALTERNATE BRIDGE SUPERSTRUCTURE IS USED, THE BOTTOM GIRDER ELEVATIONS SHALL BE MAINTAINED WITH ADJUSTMENTS MADE IN THE FINISHED GRADE ELEVATIONS TO ACCOMMODATE VARIATIONS IN THE SUPERSTRUCTURE DEPTH.

ALL STEEL SHAPES, PLATES, AND BARS SHALL MEET THE REQUIREMENTS OF AASHTO M270, GRADE 50W, UNLESS NOTED OTHERWISE. ALL NUTS AND BOLTS SHALL CONFORM TO ASTM A325, TYPE 3, UNLESS OTHERWISE NOTED.

FABRICATOR TO DESIGN WEATHERING STEEL W-BEAM TYPE RAIL SYSTEM IN ACCORDANCE WITH 2018 AASHTO LRFD SPECIFICATIONS, TO STATIC REQUIREMENTS ONLY (TRANSVERSE LOAD = 13.5 KIPS) WITH A MINIMUM 2'-5" ABOVE THE TOP OF THE SIDE DAM.

SUPPLIER INSTALLATION PLAN:

SUPPLIER SHALL SUBMIT AN INSTALLATION PLAN DETAILING ALL STEPS NECESSARY IN THE TRANSPORT, PLACEMENT AND INSTALLATION OF ALL PRECAST CONCRETE AND STEEL BRIDGE ELEMENTS. INSTALLATION PLAN SHALL INCLUDE ALL NECESSARY EQUIPMENT AND ANY ADDITIONAL WORK NECESSARY TO ACCOMMODATE SPECIAL EQUIPMENT. INSTALLATION PLAN IS INCIDENTAL TO THE PROJECT.

WELDING:

WELDING, WELDER QUALIFICATIONS, PRE-QUALIFICATION OF WELD DETAILS, AND INSPECTION OF WELDS SHALL CONFORM TO THE REQUIREMENTS OF THE ANSI/AASHTO/AWS BRIDGE WELDING CODE D1.5. NO FIELD WELDING WILL BE ALLOWED UNLESS NOTED OTHERWISE. ALL ELECTRODES SHALL BE E70XX.

FABRICATION:

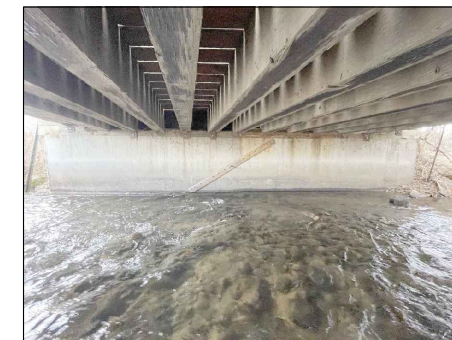
SUBMIT SHOP DRAWINGS FOR ALL STRUCTURAL STEEL ELEMENTS AND PRECAST ELEMENTS. SHOW ALL DIMENSIONS, FABRICATION DETAILS, AND MATERIAL SPECIFICATIONS ON THE SHOP DRAWINGS FOR ALL CUT OR BORED STEEL. FIELD DRILLING OF HOLES SHALL NOT BE ALLOWED UNLESS OTHERWISE NOTED ON THE DRAWINGS.

PROVIDE A STEEL ERECTION PLAN WITH THE STRUCTURAL STEEL SHOP DRAWINGS.

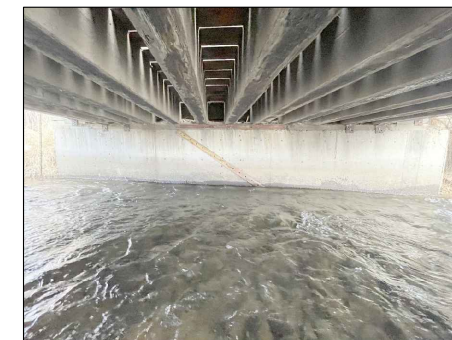
STEEL FABRICATOR SUPPLYING STRUCTURAL COMPONENTS SHALL BE CERTIFIED UNDER THE AISC QUALITY CERTIFICATION PROGRAM, SIMPLE STEEL BRIDGES (CATEGORY SBR), EFFECTIVE AS OF THE PROJECT LETTING DATE. OR MEET REQUIREMENTS AS DELINEATED IN TECHNICAL SPECIFICATION 02461.

ASPHALT WEARING SURFACE:

- ASPHALT WEARING SURFACE INSTALLATION PROCEDURE:
- CLEAN METAL SURFACES OF ALL FOREIGN MATTER.
 - APPLY TACK COAT OVER DECK SURFACE AND FILL AND COMPACT ALL CORRUGATIONS WITH ASPHALT.
 - AS AN ALTERNATIVE TO FILLING CORRUGATIONS WITH ASPHALT, THE CORRUGATIONS MAY BE FILLED WITH LEAN CONCRETE.
 - OVERLAY A LEVELING COURSE AND ADDITIONAL COURSES AS NECESSARY TO FINAL SURFACE ELEVATION AND COMPACT TO REQUIRED DENSITY.



EXISTING ABUTMENT #1, TO BE REUSED



EXISTING ABUTMENT, TO BE REUSED

PRELIMINARY PLANS

NO.	REVISION DESCRIPTION	BY	DATE

PROJECT: 1-21175-T032
DESIGNED: CS
DRAWN: CS
CHECKED: LTV
APPROVED: KFY
DATE: JANUARY 2, 2026

DRAFT



**MADISON COUNTY
LAKE ROAD BRIDGE
BRIDGE DETAILS**

SHEET NO.
5
OF 5

Y:\Shared\Helena Projects\1-21175-Madison County On-Call 2021\T032 - Lake Road Bridge 07035\CADD 1-21175-T032-05-Bridge Details.dwg

Madison County Commissioners,

Please consider the fairgrounds applying for the Historic Preservation Grant through the Montana Department of Commerce to complete the restoration of the historic pavilion on the grounds. The Pavilion matches 2 out of 3 of the selection criteria requirements.

The application will be for two requests:

1. Complete the inside restoration of the building with chinking and/or staining of the pavilion walls.
2. Replace the current windows to make the building more energy efficient.

For the historic wood windows on the pavilion, we would consult with a window restoration specialist on the feasibility of rehabbing the windows and retrofitting the windows for insulated glass. We can also look into interior or exterior storm windows to help with insulation, if the historic windows are in good or feasibly repairable shape, but cannot be retrofitted for IGUs.

If the windows are not feasible to rehab or retrofit, then replacement with historically compatible windows is recommended. There are several manufacturers out there, such as Marvin, Pella, and Andersen, who make aluminum-clad wood windows that replicate the appearance and dimensions of historic wood windows while providing the thermal benefits of insulated glass.

According to the FAQ's on the state's website:

Can an applicant apply for more than one grant?

Yes, multiple applications can be submitted by one applicant for different projects, but multiple applicants cannot apply for the same project. For example, a local government might apply for needed improvements to multiple historic buildings but may not apply for multiple grants for a single building. Similarly, a nonprofit and business cannot both submit applications for the same building or historic site.

Can a current MHPG grantee apply for another grant?

Yes, MHPG grantees that were awarded funds during a previous application cycle may apply during the current application cycle. For example, a local government could apply for another historic building in their community, or a history museum could apply for another project after completing their first. However, if a MHPG grantee applies for another project on the same historic site, historical society, or history museum and their current project has not reached substantial completion, they may rank lower on some the statutory review criteria. For example, they may rank lower on (b), (c), and (e).

These grants are awarded in the 2027 legislative session. For the 20% match we would reach out to the Fairgrounds Foundation, they are committed to funding capital improvements on the grounds.

Thank you for your consideration.

PROGRAM OVERVIEW

The Montana Historic Preservation Grant Program is a state-funded program created in 2019 as a result of Senate Bill 338, Sections 1 through 17. The MHPG Program is designed to support public or private entities with the preservation of historic sites. Combined with such return on investment, the MHPG Program supports the preservation of Montana's historic structures, sites, contributing to the maintenance and demonstrating the economic impact of historical resources throughout the state. The MHPG Program coordinates with wider historic preservation technical assistance available and utilizes the diversity of funds to address both the financial and preservation gaps of projects. MHPG funds invest in the critical point to help projects move forward, catalyzing local revitalization and economic growth.

The Montana Department of Commerce is accepting applications for the Montana Historic Preservation Grant until 11:59 p.m. on Feb. 28

ELIGIBLE APPLICANTS

- Governing Unit
 - Incorporated city or town
 - **County**
 - Consolidated government
 - Representative of a governing unit (such as a library or school district)
 - Tribal government

ELIGIBLE PROJECTS

Eligible applicants can apply to complete projects or activities for the preservation of historic sites, historical societies, or history museums. Preservation activities include:

- A. **Internal or external "brick-and-mortar" improvements that will address infrastructure, building renovation, maintenance, or building code issues**
- B. Improvements that will enhance security, climate control, or fire protection; and
- C. Projects with a total cost over \$50,000 may use up to 10% of grant funding for planning and/or grant administration costs that are directly related to the preservation activities A. and B.

Historic sites will be considered eligible if one of the below criteria is met:

- Structure or site is listed on National, State, or Local Historic Registry
- Structure or site contributes to a historic district
- A structure more than 50 years old and has documented significance to the history of a Montana community or region

ELIGIBLE FUNDING AND MATCH REQUIREMENT

Eligible applicants may apply for funding up to \$350,000 per eligible project. A 20% match of the total project cost is required.

DRAFT

Email from 1-27-2026

MVD is exploring an adjustment to current service days in Virginia City. Currently, MVD serves Madison County 1 day a week (Friday). The proposed change would increase service to 2 days a week but require movement of our current service day. (Tues/Thur).

As discussed, the impact to Virginia City service would be very beneficial. Data shows that through 2025, Virginia City had a noticeable increase in service demands. Increasing the days of service will increase the likelihood of not only maintaining same day availability, but also make effort to meet those demands.

I am hopeful to have this change in effect by April 1, 2026. This will allow for proper discussion and ensuing notifications to be done. Service time will still run from 9:30am-3:30pm while being closed 12:00pm-1:00pm for lunch, with days of service moving to Tues/Thur as opposed to the current Friday. This will allow for our Dillon examiner to provide additional support to Virginia City on Tues/Thur and assist to manage the current demand of Madison County.

Email from 1-29-2026

As stated, there is no revision or updated/new contract to speak of, and the current contract does indicate the leasee will set the hours.

As we discussed, the two questions are if Virginia City is interested in providing another service day, and then if the space we currently occupy is available on Tues/Thurs.

I look forward to continued development of conversation and will follow up after Monday.

United States Department of Agriculture, and I'm working with Lou Zolotor, Lease Contracting Officer, to complete a Lease Extension for Lease No. 57-0325-06-005. The lease expiration date is 11/30/2026. We have received delegation authority to proceed with renewing a lease extension. This would be a 5-year extension not to exceed 11/30/2031. The current lease is attached to this email for reference.

Can you please respond to this email with a rental rate that you would be requesting for Lease Extension Lease No. 57-0325-06-005 located at 402 South Main, Sheridan, MT 59749

DRAFT

UNITED STATES DEPARTMENT OF AGRICULTURE LEASE AMENDMENT	LEASE AMENDMENT No. 6
	TO LEASE NO. 57-0325-06-005
ADDRESS OF PREMISES Sheridan USDA Service Center 402 South Main Sheridan, MT 59749	PDN Number: N/A

THIS AMENDMENT is made and entered into between **Madison County FBO – Ruby Valley Search & Rescue** whose address is: **110 Wallace St., Virginia City, MT 59755**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to extend lease term.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. Effective upon execution by the Government, the lease period of the above described premises will be extended from **December 13, 2022** through **November 30, 2026**.
2. **Effective December 13, 2022**, the Government will pay the Lessor annual rent of **\$23,888.00** payable at the rate of **\$1,990.67*** per month (representing **\$16.00*** per square foot for **1,493** rentable square feet of office space) in arrears. (*Rates may be rounded.)
3. The lease is amended to include FAR Part 52.204-25 (attached to this lease document) which will be initialed by the Lessor and Government.
4. The Lessor must have an active/updated registration in the System for Award Management (SAM) System (<https://www.sam.gov>) upon receipt of this lease Amendment. The Government will not process rent payments to Lessors without an active/updated SAM Registration.

This Lease Amendment contains 4 page.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: *Dan W. Allhands*
 Name: Dan W. Allhands
 Title: Chairman
 Entity Name: Madison County
 Date: 12-13-2022

FOR THE GOVERNMENT:

Signature: ELENA NORFOLK
 Name: ELENA NORFOLK
 Title: Lease Contracting Officer, USDA
 Date: _____

Digitally signed by ELENA NORFOLK
Date: 2022.12.15 16:24:06 -05'00'

WITNESSED FOR THE LESSOR BY:

Signature: *John S. Heckler*
 Name: John S. Heckler
 Title: Commissioner
 Date: 12-13-2022

FAR 52-204-25**Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)**

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

STATE OF MONTANA
INTERGOVERNMENTAL AGREEMENT
FOR THE TRANSFER OF MONIES TO THE STATE

Fiscal Year 2025

SECTION 1. PARTIES

This Agreement is entered into between the Montana Department of Public Health and Human Services, Senior and Long-Term Care Division (hereinafter referred to as the "DEPARTMENT"), whose address is 2550 Prospect, Suite 500, P. O. Box 4210, Helena, MT 59604, and Madison County (hereinafter referred to as the "COUNTY"), whose mailing address, fax number, and phone number are P O Box 278, Virginia City, Montana, 59755, (406) 843-5517 (fax), (406) 843-4277 (phone).

THE PARTIES AGREE AS FOLLOWS:

SECTION 2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide for a one-time voluntary intergovernmental transfer of monies to the DEPARTMENT by the COUNTY, a local non-state governmental entity. The monies are to be used according to the terms of this Agreement. Upon receipt of the monies, the DEPARTMENT will make a one-time, lump-sum payment of Medicaid monies for "at risk" county-affiliated nursing facilities as provided in Section 5. "At risk" county-affiliated nursing facilities are predominately rural in nature and are the only nursing facility in their community or county or who provide a significant share of nursing facility services in their community or county and require these payments to maintain access for consumers and viability of their local non-state governmental owned or operated facility.

The one-time lump-sum payment shall be effective, for the period July 1, 2024, through June 30, 2025, for those nursing facilities owned, operated, or funded in part by counties that are: 1) located in a rural county as defined by the U.S. Census Bureau; 2) "at risk"; and 3) located in a county that transfers to the DEPARTMENT county monies as provided in this Agreement.

A COUNTY chooses to participate by entering into this Agreement and transferring the amount of county monies as specified in Section 5. The lump-sum distribution is to be provided by a one-time payment to the nursing facility based on the Medicaid utilization at each participating facility for the period July 1, 2024, through June 30, 2025.

SECTION 3. TERM OF AGREEMENT

The term of this Agreement is effective for the period July 1, 2024, through June 30, 2025, unless terminated otherwise in accordance with the provisions of this Agreement.

This Agreement is a one-time agreement and, therefore, may not be extended for any period beyond that specified above.

SECTION 4. FACILITIES THAT ARE THE SUBJECT OF THIS AGREEMENT

The following facilities are owned, operated, or funded in part by COUNTY and are to receive the one-time Medicaid nursing facility lump-sum payment:

Madison Valley Manor
Tobacco Root Mtns Care Center

SECTION 5. CALCULATION OF AMOUNT OF MONIES

The COUNTY shall make an intergovernmental transfer of monies to the DEPARTMENT in the amount of **\$800,837.09**. If there is more than one eligible nursing facility funded by the COUNTY, the amount is the total of the amounts for all those facilities.

The transfer by the COUNTY to the DEPARTMENT of the total amount allows for the payment by the DEPARTMENT of the lump-sum nursing facility payment to the **Madison Valley Manor** of **\$492,478.86** and to the **Tobacco Root Mtns Care Center** of **\$546,524.16** as implemented through this Agreement.

SECTION 6. CONDITIONS FOR TRANSFER OF MONIES

The COUNTY is to transfer to the DEPARTMENT, within 30 days after notification by the DEPARTMENT, the lump-sum payment stated in Section 5.

The transfer is to be to the state accounting entity specified by the DEPARTMENT.

The DEPARTMENT will transfer to the facility, as soon as possible, but in no event later than 14 days after receipt of the county monies, the lump-sum nursing facility payment as specified in Section 5 through an electronic fund transfer.

The DEPARTMENT will not provide the Medicaid nursing facility lump-sum payment, available to be paid for the period July 1, 2024, through June 30, 2025, for nursing facilities

owned, operated, or funded in part by the COUNTY if the lump sum stated in Section 5 is not transferred in its entirety to the DEPARTMENT as provided in this Section.

SECTION 7. LIMITATION UPON SOURCE OF MONIES

The monies to be transferred to the DEPARTMENT by the COUNTY may be derived from a general mill levy or other legally authorized mill levy or other source for which the expenditure of the monies generated by the mill levy or other source are not limited in purpose or are for purposes that encompass the matching of federal Medicaid monies.

No portion of the monies to be transferred to the DEPARTMENT by the COUNTY may be derived from a licensing fee, assessment, or other mandatory payment defined as a "health care related tax" under 45 CFR 433.55. By signing this agreement, the COUNTY certifies that the monies transferred meet the requirements of this section.

SECTION 8. LIMITATION ON USE OF LUMP-SUM PAYMENT

There may be no pre-arranged agreements (contractual or otherwise) between the COUNTY and the nursing facility to return or re-direct any portion of the Medicaid "at risk" supplemental payment, or other facility funds, back to the transferring COUNTY.

All transactions, including payments and credits related to normal operating expenses, will be considered a return/re-direction of a Medicaid payment if any pre-arranged agreement exists between the nursing facility and the transferring COUNTY to use any portion of the Medicaid "at risk" supplemental payment or any other supplemental payments under the Montana Medicaid State Plan authority to satisfy other costs, except normal operating expenses and costs associated with providing care to nursing facility residents.

SECTION 9. TERMINATION

The DEPARTMENT or the COUNTY may terminate this Agreement, with or without cause. The Party seeking to terminate this Agreement must give 30-days' notice to the other Party.

The DEPARTMENT may immediately terminate this Agreement for any of the following reasons:

- 1) Federal or State laws, regulations or guidelines are changed or interpreted in such a way that the provision of county-generated monies as match for federal Medicaid monies or the implementation of the lump-sum increase for the "at risk" rural nursing facilities are no longer feasible;
- 2) The Centers for Medicare & Medicaid Services (CMS) fails to approve the

Medicaid state plan amendment;

3) The DEPARTMENT fails to receive the necessary appropriated funds to maintain the current Medicaid reimbursement to the eligible facilities;

4) The COUNTY fails to transfer the necessary amount of monies in accordance with the terms of this agreement;

5) The DEPARTMENT is no longer able to or allowed to dedicate Medicaid funding to the payment of nursing facility services for recipients of Medicaid-funded services;

6) The COUNTY-owned and operated or funded-in-part nursing facility is no longer qualified to receive Medicaid reimbursement;

7) The DEPARTMENT is precluded by a court of competent jurisdiction from implementation of this agreement or of the Medicaid lump-sum payment for publicly funded "at risk" rural nursing facilities; or

8) The DEPARTMENT finds that the COUNTY entered into an unlawful transaction with the nursing facility.

SECTION 10. INDEMNIFICATION

The COUNTY agrees to indemnify and hold the DEPARTMENT harmless if the DEPARTMENT finds that the COUNTY intentionally did not meet the terms of this agreement. The COUNTY'S liability under this section shall not exceed the amount of federal financial participation in any Medicaid payments actually received by the nursing facility that the DEPARTMENT determines it was not entitled to.

The DEPARTMENT agrees to indemnify and hold the facility and the COUNTY harmless if the DEPARTMENT determines that the COUNTY and the facility have met the requirements of this agreement.

SECTION 11. LIAISON

Stephanie Goetz, Section Supervisor of the Senior and Long-Term Care Division, whose phone number is (406) 439-3038, is the liaison for the DEPARTMENT.

(name)

(phone)

Is the liaison for the COUNTY.

These persons serve as the primary contacts between the parties regarding the performance of this agreement. Information exchanged between the parties under this agreement must be directed to the liaison at the parties' addresses set out in this agreement.

SECTION 12. CHOICE OF LAW, REMEDIES, AND VENUE

- A. This agreement is governed by the laws of the State of Montana.
- B. For purposes of litigation concerning this agreement, venue must be in the First Judicial District in and for the COUNTY of Lewis and Clark, State of Montana.
- C. If there is litigation concerning this agreement, the County must pay its own costs and attorney fees.

SECTION 13 AGREEMENT IN ITS ENTIRETY

This agreement consists of this document, and there are no other agreement documents unless specifically referenced and incorporated in the agreement. There are no understandings, agreements or representations, oral or written not specified herein regarding this agreement. No waiver, consent, modification, or change of terms of this agreement is binding upon either party unless stated in writing and signed by both parties.

SECTION 14. THIRD PARTY BENEFICIARIES

The DEPARTMENT and the COUNTY are the only parties to this agreement and are the only parties entitled to enforce its terms. Nothing in the agreement gives or is intended to give or is to be construed to give or provide any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this agreement.

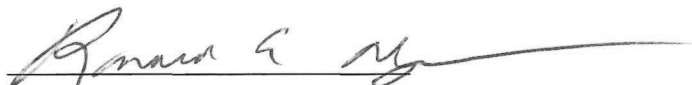
COUNTY



County Commissioner

5/13/25

Date



County Commissioner



County Commissioner

DEPARTMENT



Nursing Facility Section Supervisor



Date

DRAFT

COUNTY NURSING FACILITIES

CURRENT MEDICAD PID #	CURRENT MEDICAD IN #	NAME OF FACILITY	CITY	(1) SFY 2025 (7/1/24 THRU 6/23) ANNUALIZED MEDICAD DAYS	(2) DIFFERENCE TIMES PROJECTED MEDICAD DAYS FOR COUNTY MATCH	(3) HF SERVICES	(4) COMMUNITY SERVICES	(5) SECOND TRANSACTION OF STATE SPECIAL SERVICES \$1,556,000	(6) TOTAL STATE SPECIAL PROVIDED BY COUNTY	(7) TOTAL COUNTY FACILITY REIMBURSEMENT	(8) NET GAIN COUNTIES	(9) NET PER DAY GAIN COUNTIES
175917	1531185293	DALLAM REST HOME	BOZEMAN	6973	\$324,729.80	\$4,595.24	\$88,158.24	\$249,871.48	\$855,157.85	\$852,978.49	\$197,816.63	\$28.37
215424	1338811747	POWDER RIVER MANOR	BOZEMAN	2111	\$109,232.70	\$1,546.32	\$28,931.33	\$86,013.76	\$223,825.12	\$200,389.86	\$65,564.74	\$30.08
189543	1033154644	MADISON VALLEY MANOR	EVANS	3953	\$185,219.80	\$2,822.44	\$49,167.67	\$142,489.67	\$378,536.17	\$452,478.86	\$112,888.69	\$29.53
176881	1437138888	ROSEBUD HEALTH CARE CENTER - IN	FORSYTH	3907	\$181,957.46	\$2,274.78	\$48,273.69	\$139,881.94	\$372,692.87	\$483,520.32	\$110,837.65	\$28.37
202241	1710939442	SHERIDAN MEMORIAL NURSING HOME	PLENTYWOOD	3369	\$111,259.99	\$1,574.27	\$29,517.25	\$85,537.81	\$227,852.42	\$256,657.69	\$67,772.27	\$20.17
131950	1134160888	TOBACCO ROOT MOUNTAIN CARE CENTER	SHERIDAN	4416	\$300,657.64	\$2,810.23	\$54,562.71	\$158,116.92	\$421,249.92	\$446,524.16	\$125,277.24	\$28.37
178889	1215922513	SIDNEY HEALTH CENTER	SIDNEY	6951	\$318,278.05	\$4,467.83	\$93,765.90	\$247,743.88	\$646,705.16	\$529,022.83	\$119,237.67	\$27.78
180715	1022811900	WIBBAUX COUNTY NURSING HOME	WIBBAUX	5418	\$98,242.82	\$925.67	\$18,480.22	\$44,800.01	\$119,512.72	\$159,068.69	\$35,542.33	\$6.56
218963	1821819538	FAITH LUTHERAN HOME	WOLF POINT	11,414	\$31,566.19	\$7,222.94	\$141,027.86	\$448,683.53	\$1,089,793.56	\$1,478,249.50	\$329,853.09	\$28.29
# of Rows	9			48,445	\$2,023,833.78	\$28,639.00	\$536,942.00	\$1,556,000.00	\$4,145,414.78	\$5,378,249.50	\$1,232,830.72	\$25.29
				631,196					\$59,57	\$11,62	\$25,45	

Days for Non-County Facilities	631,196	Days non-county 678,641 less 48,445
Funds for non-county match-SSR	\$1,656,000.00	FMAP - 3763
Federal Match	\$2,576,998.67	
Total Funds Available	\$4,134,998.67	
Per day amount	\$6.55	\$4,134,998.67 / 631,196 days

NON-COUNTY COUNTY	\$1,656,000	\$12.72
TOTAL FUNDS	\$4,134,998.67	
FMAP	\$9,513,244	
FEDERAL	\$5,376,246	
TOTAL FUNDS	\$9,513,244	

