STATE OF MONTANA TERM CONTRACT

Department of Administration
State Procurement Bureau
165 Mitchell Building
PO Box 59620-0135
Helena, MT 59620-0135

Phone: (406) 444-2575 Fax: (406) 444-2529

T.C. # SPB-02-28P
STREAM RESTORATION TERM CONTRACT
This is a non-exclusive contract.

	FROM	JANUARY 1, 2004	CONTRACT YEAR	NEW ( )
	TO	DECEMBER 31, 2005		RENEW (XX) 1ST RENEWAL, 2ND & 3RD YRS
VENDOR ADDRESS	SEE LIST		ORDER ADDRESS	
ATTN:			ATTN:	
PHONE:			PHONE:	
FAX:			FAX:	

Prices: PER CONTRACT

Delivery: PER CONTRACT

F.O.B.: PER CONTRACT

Terms: PER CONTRACT

Remarks: SEE CONTRACTORS LIST ON PAGE 5

Note: Please see page 17 for Confluence Consulting's personnel changes.

IFB/RFP No. :	
SPB-02-28P	PENNY MOON, Contracts Officer

AUTHORIZED SIGNATURE

Standard Terms and Conditions

By submitting a bid or proposal, or acceptance of a contract, the vendor agrees to the following binding provisions:

ACCEPTANCE/REJECTION OF BIDS OR PROPOSALS: The State reserves the right to accept or reject any or all bids or proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids and proposals will be firm for 30 days, unless stated otherwise in the text of the invitation for bid or request for proposal.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid/request for proposal or contract is issued in accordance with Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS: Any business entity, domestic or foreign, intending to transact business in Montana must apply for authority to do so with the Montana Secretary of State. Foreign business entities are obligated to determine whether they are transacting business in Montana, in accordance with sections 35-1-1026 and 35-8-1001, MCA, and if so, must apply for and receive a certificate of authority and continue to be in good standing with the Secretary of State for the duration of the contract. Violation of these requirements may void the contract. Proof of authority is required. Questions or registration may be accomplished by contacting the Secretary of State at (406) 444-3665 or by e-mail at http://sos.state.mt.us/css/index.asp.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for Invitation for Bids ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt of bids. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to Requests for Proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

INTELLECTUAL PROPERTY: All patents and other legal rights in or to inventions arising out of activities funded in whole or in part by the contract must be available to the State for royalty-free and nonexclusive licensing. The contractor shall notify the State in writing of any invention conceived or reduced to practice in the course of performance of the contract. The State shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under the contract.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted, the State is allowed 30 days to pay such invoices.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an Invitation for Bid for supplies and then only if federal funds are not involved. For a list of states that grant resident preference, see www.discoveringmontana.com/doa/ppd under Reciprocal Preference.

REFERENCE TO CONTRACT: The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.
TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are

not blind or visually impaired. (2001 Mont. Laws, ch. 429.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

CONTRACTORS AND SUB-CONTRACTORS LIST

PRIME CONTRACTORS	SUB-CONTRACTORS
Jim Lovell Confluence Consulting 211 N Grand Ave, Suite E Bozeman MT 59715 Phone No.: 406-585-9500 Fax No.: 406-582-9142 jlovell@confluenceinc.com	Bitterroot Restoration Inc. Intermountain Aquatics R.E. Miller and Sons Inc. Rowe Excavation Inc Stream Works Inc. T & L Construction
David Reeves Inter-Fluve, Inc. 25 N Willson, Suite 5 Bozeman MT 59715 Phone No.: 406-586-6926 Fax No.: 406-586-8445 dale_miller@interfluve.com	Bitterroot Restoration Inc. R.E. Miller and Sons Inc. Rowe Excavation Inc. Stream Works Inc. T & L Construction Inc. A.M. Welles Inc.
Bruce Anderson Land & Water Consulting, Inc P.O. Box 8254 Missoula MT 59807 Phone No.: 406-721-0354 Fax No.: 406-721-0355 bruce.anderson@landandwater.net	Bitterroot Restoration Inc. R.E. Miller and Sons Inc. Stream Works Inc. T & L Construction Inc. A.M. Welles Inc.

STREAM RESTORATION TERM CONTRACT

January 8, 2002

1. PARTIES

THIS CONTRACT, is entered into by and between the State of Montana, Department of Administration, State Procurement Bureau, (hereinafter referred to as "the State"), whose address and phone number are 125 North Roberts, PO Box 200135, Helena MT 59620-0135, (406) 444-2575 and **Confluence Consulting, Inc**(hereinafter referred to as the "Contractor"), whose nine digit Federal ID Number, address and phone number are **84-1382334, 211 N. Grand Ave. Suite E Bozeman MT 59715** and **406-585-9500, FAX 406-582-9142.**

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

(a) This contract **SPB-02-28P-A** shall take effect on February 1, 2002. The contract shall terminate on December 31, 2003, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

(b) This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be extended in two-year intervals, or any interval that is advantageous to the State, for a period not to exceed four additional years. This extension is dependent upon legislative appropriations and in no case may this contract run longer than a six-year period.

3. PRICE ADJUSTMENTS

Contractor and the State agree price adjustments may be made at the time of contract renewal under the following conditions:

Annual price increases may be permitted through a process of negotiation between the Contractor and the State. Any price increases must be based on demonstrated industry-wide or regional increases in the Contractor's costs. Publications such as the Federal Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increase value.

4. NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

5. COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units.

6. SERVICES AND/OR SUPPLIES

Contractor agrees to provide to the State Stream Restoration Designs and Implementations for various projects around the State of Montana. This contract will be utilized primarily by the Department of Fish, Wildlife and Parks (FWP), but other state agencies or public procurement units may utilize this contract in conjunction with stream reclamation, renaturalization, and fish habitat enhancement projects.

(a) All of the firms selected may need to have access to engineering services depending on the nature of the project. The chosen contractor will be expected to use their own best judgment as to whether engineering services are needed for a given project. However, traditional engineering methodologies are not the emphasis of this RFP. It is a violation of State Statute to practice engineering or land surveying without a license.

(b) **Project Selection**

The State will be responsible for identifying projects, contacting landowners and securing necessary permission/cooperation agreements, selecting a Contractor, writing grant applications and approving project payments.

The State will not initiate projects where it is known that hazardous materials are present. If there is an indication of a potential of hazardous materials, then the State will do testing prior to contacting the Contractor. However, there is always the possibility of unforeseen problems resulting in the stoppage of a project.

The selected Contractor will be required to meet with State personnel at the project site to conduct a site evaluation, discuss project issues and begin the negotiation process on project feasibility, conceptual design and costs for each project.

(c) **Selecting a Contractor**

The State will choose a Contractor from the list of up to four available on this term contract, taking into consideration such things as the Contractor's area of expertise, requirements and location of the project, the Contractor's availability and access to resources necessary to efficiently and effectively complete the project, demonstrated excellent past performance on State projects, identified subcontractors and cost. The State has two options for awarding projects: Option 1 is to select a Contractor from the list who is qualified to conduct the work and directly negotiate a mutually acceptable project; Option 2 is to not use this list and put the project out to competitive bid following standard procurement procedures.

Contractor selection will be discussed among a panel of State personnel prior to initiating contact with a Contractor. When the selected Contractor is initially contacted, they will be told if project funding has been secured. If funding has not been secured the Contractor will be given the option to decline negotiation on the project without jeopardizing selection on future projects. If costs of a particular project are higher than anticipated but reasonable, the State will do what it can to secure the funding required.

The State will supply the chosen Contractor a short description of project background, goals and objectives. The State and chosen Contractor will then cooperatively develop project feasibility, conceptual design and cost. Project costs will be based on the published prices attached to this contract. Planning costs may be reimbursed provided that a mutually acceptable project can be negotiated. The State reserves the right to cease negotiations with the chosen Contractor if agreement cannot be reached on conceptual design and/or costs, and to begin negotiations with another Contractor from the list. The State also reserves the right to cancel the project if funding cannot be secured. The State will keep complete written documentation of the negotiation process in the project file.

Agency project contracts will be utilized to finalize the project. Only written addenda will be used for adjustments of the contracts and must be signed by both parties. All contracts must contain signatures from both parties and agency legal review.

The State will monitor Contractor selection by using the information provided in the annual term contract usage reports (Ref. Section 17).

(d) **Design Expectations**

FWP prefers stream restoration improvement techniques that simulate natural conditions and facilitate natural stream processes. The State is always open to new and innovative approaches that accomplish project goals.

(e) **Contractor Responsibilities**

The selected Contractor for an individual project will be responsible for the supervision and implementation of the designs and will be responsible for oversight of work performed by all subcontractors. In most cases the Contractor will provide and be responsible for all the necessary equipment, materials, supplies and personnel necessary for proper execution of the work. However, the State reserves the right to hire subcontractors (equipment and/or labor) if it will provide a cost savings to the State. The selected Contractor will also be responsible for clean up of the sites and must have the sites inspected by the State immediately prior to completion.

On-Site Requirements:

When a Contractor is contacted by the State to discuss a project, the State and the Contractor will visit the job site to become familiar with conditions relating to the project and the labor requirements. The State and chosen Contractor will then cooperatively develop project feasibility, conceptual design, and cost.

The Contractor shall adequately protect the work, adjacent property, and the public in all phases of the work. They shall be responsible for all damages or injury due to their action or neglect.

The Contractor shall maintain access to all phases of the contract pending inspection by the State, the landowner, or their representative.

All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance.
The Contractor shall respond within seven calendar days after notice of observed defects has been given and shall proceed to immediately remedy these defects. Should the Contractor fail to respond to the notice or not remedy the defects, the State may have the work corrected at the expense of the Contractor.

Clean-Up:

The Contractor shall:

i) keep the premises free from debris and accumulation of waste;
ii) clean up any oil or fuel spills;
iii) keep machinery clean and free of weeds;
iv) remove all construction equipment, tools and excess materials; and
v) perform finishing site preparation to limit the spread of noxious weeds before final payment by the State.

(f) **Work Acceptance**

The Contractor is responsible for project oversight as needed. The State may also periodically provide personnel for administrative oversight from the initiation of the contract through project completion. All work will be inspected by the State or designated liaison prior to approval of any contract payments. All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance. Contractor shall respond within seven calendar days after notice of defects has been given by the State and proceed to immediately remedy all defects.

(g) **Records**

The Contractor will supply the State with photo documentation of methods of habitat restoration progress throughout project implementation. Contractor will maintain records for themselves and all subcontractors of supplies, materials, equipment and labor hours expended.

(h) **Communication**

The Contractor is required to make weekly contact with the State liaison, or other parties designated by the State for communications, to make arrangements for field inspections and project compliance. This communication must be made in person or by telephone conversation with designated liaisons. Voice mail recordings will not be considered communication unless approved by the project contract.

Remoteness of project sites may necessitate that the Contractor have some form of field communication such as a cellular phone. This communication is necessary to enable the State to respond to public concerns related to the project, accidents, inspections, or other project issues that require immediate feedback. Weekly communication will commence when the chosen Contractor initiates project implementation.

(i) **Change Of Staffing**

Since qualifications of personnel were key in determining which offerors were selected to be on this term contract list, a written notification to the State Procurement Bureau of any changes of key personnel must be made within two weeks of the change. These change notifications will be completed upon the departure or hiring of key personnel who are involved in reclamation, renaturalization and fish habitat enhancement projects. If these staffing changes cause the firm to no longer meet the qualifications stated herein, that firm will be removed from this term contract.

Failure to notify the State Procurement Bureau of staffing changes could result in the Contractor being removed from the term contract listing and possible suspension from bidding on other State projects.

7. CONSIDERATION/PAYMENT

(a) In consideration for the stream restoration project services to be provided, the State shall pay according to the negotiated agreement for each project. Hourly rates and miscellaneous charges as provided in the Contractor's response to Request for Proposal SPB-02-28P shall apply.

(b) The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

8. ACCESS AND RETENTION OF RECORDS

(a) The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.)

(b) The Contractor agrees to create and retain records supporting the stream restoration project services for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

9. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

(a) The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.)

(b) The State encourages collaboration between Contractors to increase the scope of services offered. In cases where the chosen Contractor is not able to provide all services needed for the project, the State will expect the chosen Contractor to contact other Contractors on this list to negotiate subcontracts for these services before going elsewhere. Exceptions to this strategy will be evaluated on a case-by-case basis.

(c) All subcontractors to be used in any project must be approved by FWP or the authorized entity initiating the project. Project budgets will be negotiated for each individual project contract. However, all rates, terms and conditions set forth in this term contract will be applied to individual contracts.

(d) The State reserves the right to choose the invoicing method from the following:

- Prime Contractor's billing will include the subcontractors charges and payment will be made to the prime, or
- Prime and subcontractors will bill the State separately and the State will pay each directly.

(e) **Approved Subcontractors**

Equipment Operators

The following Equipment Operator Subcontractors have been approved by the State for this contract:

1. R.E. Miller & Sons
2. Stream Works
3. Rowe Excavation
4. T & L Construction

Revegetation Specialists

The following Revegetation Specialist Subcontractors have been approved by the State for this contract:

1. Bitterroot Restoration, Inc
2. Intermountain Aquatics

10. FAVORABLE PRICES

Contractor agrees that, through the term of the contract and any agreed-upon extension, the State will be entitled to any lower prices made available to any other customer of comparable volume.

11. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

12. INSURANCE

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

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

(b) **Specific Requirements for Commercial General Liability:** The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

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

(c) **Specific Requirements for Automobile Liability:** The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

(d) **Specific Requirements for Professional Liability:** The Contractor shall purchase and maintain Occurrence coverage with combined single limits for each wrongful act of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide claims made coverage with three years of additional tail to commence at the conclusion of the contract at the discretion of the agency and with the prior approval of the State Procurement Bureau.

(e) **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insured shall reduce or eliminate such deductibles or self-insured retention's as respects the State, its officers, officials, employees, or volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

(f) **Certificate of Insurance/Endorsements:** A certificate of insurance, indicating compliance with the required coverages, has been received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc.

13. WORKERS' COMPENSATION/INDEPENDENT CONTRACTOR

Contractors are required to maintain workers' compensation or an independent Contractors exemption covering the Contractor and/or employees while performing work for the State of Montana in accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA. Neither the Contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire contract period. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

14. INTELLECTUAL PROPERTY

(a) All patent and other legal rights in or to inventions arising out of activities funded in whole or in part by this contract must be available to the State for royalty-free and nonexclusive licensing. The Contractor shall notify the State in writing of any invention conceived or reduced to practice in the course of performance of this contract.

(b) The State shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this contract.

15. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

16. MONTANA PREVAILING WAGE REQUIREMENTS

Unless superseded by federal law, Montana law requires that Contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of $25,000 for construction or nonconstruction services--i.e., at least 50% of the work must be performed by bona fide Montana residents in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with section18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department

of Labor and Industry.

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of $25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the Contractors, subcontractors, and employers shall pay during the public works contract.

Furthermore, section 18-2-406, MCA, requires that all Contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

The contract must also contain the provision that each Contractor, subcontractor, and employer maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the Contractor's, subcontractor's, or employer's completion of work on the public works contract.

Montana Prevailing Wage Heavy and Highway Construction, effective June 30, 2001 http://rad.dli.state.mt.us/wage/hh/01hhpwge.pdf, and Montana Prevailing Wage Nonconstruction Services, effective June 30, 2001 http://rad.dli.state.mt.us/wage/ncserv/01pwncsv.pdf, are attached for reference.

17. TERM CONTRACT REPORTING

Term contract holder(s) shall furnish annual reports of term contract usage. Each report shall contain complete information on all public procurement units utilizing this term contract. Minimum information required to be included in usage reports: name of the agency or governmental entity who contacted you regarding a potential project; project title; agency contact person; if the project was not successfully negotiated, state the reason; number and title of contracts received; total dollar amounts for contracts received; the names of your company personnel involved in the project; and project status as of usage report date. The first report for this term contract will be due July 12, 2002.

Reported volumes and dollar totals may be checked by the State Procurement Bureau against State records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

18. CONTRACT TERMINATION

(a) The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

(b) The State, at its sole discretion, may terminate or reduce the scope of this contract if available

funding is reduced for any reason. (See Mont. Code Ann. § 18-4-313(3).)

19. LIAISON AND SERVICE OF NOTICES

Written notices or complaints will first be directed to the liaison.

Contractor Liaison:
Jim Lovell
Confluence Consulting
211 N Grand Ave, Suite E
Bozeman MT 59715
Phone No.: 406-585-9500
Fax No.: 406-582-9142
jlovell@confluenceinc.com

State Procurement Bureau Liaison:
Penny Moon, Contracts Officer
State Procurement Bureau
Room 165, Mitchell Building
125 North Roberts Street
PO Box 200135
Helena MT 59620-0135
Phone No.: (406) 444-3313
Fax No.: (406) 444-2529
pmoon@state.mt.us

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

20. MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

21. DIFFERING SITE CONDITIONS

If, during the term of this contract, circumstances or conditions are materially different than set out in the specifications, the Contractor may be entitled to an equitable adjustment in the contract price. The Contractor shall immediately cease work and notify, in writing, the State of any such conditions necessitating an adjustment as soon as they are suspected and prior to the changed conditions affecting

the performance of this contract. Any adjustment shall be agreed upon in writing by both parties to the contract.

22. FORCE MAJEUR

Contractor's performance is excused to the extent non-performance is caused by acts of God or other similar unforeseeable circumstances not caused by Contractor.

23. REUSE OF DOCUMENTS

The State agrees that it will not apply the Contractor's designs to any other project.

24. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

25. SCOPE, AMENDMENT AND INTERPRETATION

(a) This contract consists of 21 numbered pages, any Attachments as required, RFP #SPB-02-28P as amended and the Contractor's response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

(b) These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

STREAM RESTORATION TERM CONTRACT

RESTORATION CONTRACTOR: CONFLUENCE TEAM PRICE SHEETS

PERSONNEL	NAMES	RATE ($/HR)
Principal	Jim Lovell	$85.00
Project Manager	Jim Lovell	$75.00
	Chris Boyer	
	Clint Campbell	
Construction Manager	Jim Lovell	$70.00
	Chris Boyer	
	Clint Campbell	
Construction Manager	Mike Sanctuary	$65.00
	Ron LeCain	
Senior Hydrologist	Karin Boyd	$75.00
Hydrologist	Phil Gyr	$65.00
Engineer	Matt Klara	$65.00
Fluvial Geomorphologist	Karin Boyd	$75.00
Senior Ecologist/Stream Restoration Specialist	Jim Lovell	$75.00
Ecologist	Carol Endicott	$65.00
Vegetation Specialist/Wetland Ecologist	Ron LeCain	$65.00
Riparian Ecologist	Myla McGowan	$75.00
Senior Fisheries Biologist	Carol Endicott	$65.00
Fisheries Biologist	Mike Sanctuary	$65.00
Electrofishing Crew	Carol Endicott	$160.00
(biologist with 3 technicians)	and seasonal technicians	
Survey Crew - GPS (40 cm grade)	David Marshall	$55.00
	Tony Thatcher	
	Renee Van Hoven	
	Debbie Kurtz	
Survey Crew - Total Station	Jim Lovell	$110.00
	Karin Boyd	
	(and crew)	
GIS/Database Specialist	David Marshall	$65.00
	Tony Thatcher	
Field Technician	Seasonal	$45.00
Laborer	Seasonal laborers	$35/hour without prevailing wage
		$45/hour with prevailing wage
Clerical	N/A	$25.00
Attendance at meetings	N/A	hourly rate

EQUIPMENT	RATE ($/HOUR) Cost/hour without prevailing wage rates	RATE ($/HOUR) Cost/hour with prevailing wage rates
GPS-equipped light aircraft for aerial photography	N/A*	N/A*
Total station (without operator)	$85.00	$85.00
LGP Drill Rig (with full-time operator	$110.00	110.00
Boat-mounted electrofishing unit(without operator)	$30.00	$30.00
Backpack electoshocker (without operator)	$20.00	$20.00
Boat (no motor, without operator)	$7.50	$7.50
Canoe (without operator)	$5.00	$5.00

TRAVEL	STATE RATE	CONFLUENCE RATE
Mileage (standard auto)	$0.345/mile	$0.35/mile
Mileage 4-wheel drive vehicle)		$0.45/mile
Lodging	Reasonable Costs	$ 50/day
Meals	$23.00/day	$25/day
Hourly rate during travel	N/A	50% hourly rate

*We offer this service on a case-by-case basis for site reconnaissance purposes at no charge.

REVEGETATION SPECIALIST SUBCONTRACTOR PRICE SHEETS

STREAM RESTORATION TERM CONTRACT

Revegetation Subcontractor Name: BITTERROOT RESTORATION, INC.

Personnel	Names	Rate ($/Hour)
Principal	Patrick Burke	$160.00
Senior Hydrologist	Larry Fishbain	$ 80.00
Project Manager	Gant Massey	$ 80.00
Licensed Landscape Architect	Dave McAdoo	$ 65.00
Riparian Ecologist/ Vegetation Specialist - upland	Paul Hansen	$ 80.00
Wetland Specialist	Tom Parker	$ 80.00
Wetland Ecologist/ Vegetation Specialist – riparian	Bill Thompson	$ 65.00
Technicians - Vegetation	Carl Rosier	$ 45.00
Restoration Services Project Supervisor	Nate Lengache	$ 45.00
Director of Restoration Services	Sherry Myers	$ 65.00
Laborer - construction	Various Crew Members	$ 27.66 (BRI); $ 46.68 (prevailing wage)
Laborer - environmental	Various Crew Members	$ 26.49 (BRI); $ 46.68 (prevailing wage)
Laborer - vegetation	Various Crew Members	$ 26.49 (BRI); $ 46.68 (prevailing wage)
Senior Clerical	Various	$ 31.00
Clerical	Various	$ 25.00

EQUIPMENT	Cost/hour without prevailing wage rates	Cost/hour with prevailing wage rates
Four Wheel ATV	$ 50/day	$ 50/day
Four Wheel ATV-labor	$ 32.82/hr	N/A
Bobcat	$ 178/day	$ 178/day
Bobcat - labor	$ 32.82/hr	$ 52.35/hr

TRAVEL	STATE RATE	BRI RATE
Mileage (standard auto)	0.345	0.345 (cost/mile)
Mileage (heavy duty)		0.50 (cost/mile)
Lodging	Reasonable Costs	$ 40 - $ 65/night
Meals	$23.00/day	
Hourly rate during travel	N/A	50% of personnel rate

NOTE: Cost/hour with prevailing wage rates may vary depending on the county where work is performed.

STREAM RESTORATION TERM CONTRACT

Revegetation Subcontractor Name: INTERMOUNTAIN AQUATICS, INC.

PERSONNEL	NAMES	RATE ($/hour) w/o prevailing wage	RATE ($/hour) w/prevailing wage
Principal - Fisheries	Katherine Salsbury	$ 65 / hr	
Principal - Wetlands & Reclamation	Jeffrey Klausmann	$ 65 / hr	
Project Manager	B.Sandefur/B.Crane	$ 50 / hr	
Wetlands Ecologist	Brian Sandefur	$ 50 / hr	
Vegetation Specialist	Brian Crane	$ 50 / hr	
Weed Control Specialist (licensed)	Brian Crane	$ 50 / hr	
Project Administration / Office Support	Brent Palmer	$ 35 / hr	
Technicians - Erosion Control	David Beard	$ 35 / hr	
Technicians - Revegetation	Chelsey McInelly	$ 35 / hr	
Equipment Operator (Tractors)	As needed	$ 35 / hr	$61.60 / hr
Laborer - Vegetation	As needed	$ 25 / hr	$44 / hr
Laborer - Erosion Control	As needed	$ 25 / hr	$44 / hr
Laborer - Irrigation	As needed	$ 25 / hr	$44 / hr

TRAVEL	STATE RATE	Intermountain Aquatics Rate
Mileage (car)	0.345 / mi	0.345 / mi
Mileage (heavy truck & trailer)		$1.00 / mi
Mileage (Semi-truck and low boy trailer)		$1.50 / mi
Lodging	Reasonable Rate	$40/day
Meals	$23/day	$20/day
Travel Rate - Principal	N/A	$32.50 / hr
Travel Rate - Project Manager	N/A	$20 / hr
Travel Rate - Technition/Laborer	N/A	$15 / hr

EQUIPMENT (all time is metered as operating time)	Cost/hr (w/operator)	Cost/hr (lease)
Tractor (60 hp, 4wd, wide track)	$65.00	$30.00
Tractor (120 hp, 4wd)	$75.00	$40.00
Truax seed drill (8 ft. w/ cool season, warm season and legume boxes, no-till equipped)		$30.00
Disk Plow (HD Tandem 12 ft. wide)	$25.00	
Spring Tooth Harrow (12 ft. Triple K)	$20.00	
Drag Harrow (Chain and Tooth styles avail)	$15.00	
Cultipacker (Schmeiser for ATV)	$15.00	
Broadcast seeder (Lg. capacity pull behind)	$20.00	
Four Wheel ATV	$25.00	
Irrigation		
2 - 9hp portable gas pumps	$25/day	
1 - 3hp electrical pump	$25/day	
2 - 1/4 mile sprinkler handlines	$20/day	

Revegetation Subcontractor Name: Intermountain Aquatics, Inc.

EQUIPMENT (all time is metered as operating time)	Cost/hr (w/operator)	Cost/hr (lease)
Weed Control		
ATV (w/boomless nozzle sprayer & gun)	$35.00	
300 gal. trailer mounted bulk tank	$25/day	

*Equipment downtime charges are assessed under some circumstances

EQUIPMENT OPERATIONS SUBCONTRACTOR PRICE SHEETS

STREAM RESTORATION TERM CONTRACT

R.E. MILLER AND SONS

EQUIPMENT Human resources	Rate ($/hr) Without Prevailing Wage	Rate ($/hr) With Prevailing Wage
Construction Consulting/Principal (Tom Miller)	$50.00	$60.00
Site Foreman/Project Manager	$40.00	$50.00
Shop Labor	$35.00	$45.00
Welding Labor	$40.00	$50.00
General Labor	$27.50	$40.00
Clerical	$20.00	$30.00
Dozers		
D4H LGP with ripper	$70.00	$80.00
D6M with ripper	$75.00	$85.00
D7D	$60.00	$70.00
D7H	$90.00	$100.00
D7H - Ripping rock	$95.00	$105.00
D8H	$95.00	$105.00
D8H - Ripping rock	$100.00	$110.00
Excavators		
CAT 225 with thumb	$100.00	$110.00
CAT 312 with thumb	$85.00	$95.00
CAT 315 with thumb	$90.00	$100.00
CAT 320B with thumb	$100.00	$110.00
CAT 325 with thumb	$105.00	$115.00
CAT 330B with thumb	$120.00	$130.00
Backhoes		
CAT 416C (4 wheel drive extendahoe)	$55.00	$65.00
CASE 580SL (4 wheel drive extendahoe)	$55.00	$65.00
Draglines		
22B	$65.00	$75.00
22B - Craning	$70.00	$80.00
30B	$95.00	$105.00
30B - Craning	$100.00	$110.00
Dump Trucks		
10-12 cubic yard (7)	$50.00	$60.00
10-12 cubic yard w/ 2 axle pup or w/25 ton tilt top equipment trailers	$60.00	$70.00
10-12 cubic yard w/ 3 axle pup	$65.00	$75.00
Trailking 20 yard belly dump	$65.00	$75.00
Trailking 20 yard side dump	$65.00	$75.00
Other Trucks		
Komatsu Track Truck-2600	$80.00	$90.00
All-Track Truck-3300	$85.00	$95.00
D250D Articulated (3) 6 Wheel Drive	$95.00	$105.00
D350D Articulated (2) 6 Wheel Drive	$110.00	$120.00
Water Truck - 4000 gallon	$60.00	$70.00
Flatbed	$45.00	$55.00
Transport Truck (Lowboy)	$70.00	$80.00
Boom Truck	$45.00	$55.00

STREAM RESTORATION TERM CONTRACT

R.E. MILLER AND SONS

EQUIPMENT	Rate ($/hr)	Rate ($/hr)
Front End Loader		
CAT 938G	$70.00	$80.00
CAT 936F w/Balderson Quick coupler	$70.00	$80.00
CAT 966	$80.00	$90.00
CAT 980 (2)	$90.00	$100.00
CAT Skid Steer	$50.00	$60.00
Graders		
CAT 12F	$60.00	$70.00
CAT 140G	$65.00	$75.00
Rollers		
Bomag (56")	$45.00	$55.00
CAT CS563 smooth or pad foot	$60.00	$70.00
Additional Equipment		
50" Tree Spade	$80.00	$95.00
Willow Dibble plus Excavator Time	$5.00	$15.00
Ford Tractor	$40.00	$50.00
Brillion Seed Drill (8 ft.)	$25.00	$35.00
Brillion Seed Drill (8 ft. w/tractor)	$65.00	$75.00
Wiggins 16,000# Forklift	$45.00	$55.00
Compressor - 250 CFM	$45.00	$55.00
Wacker (price does not include labor)	$12.00	$22.00
Four Wheel ATV	$40.00	$45.00
Pumping Equipment		
2 Inch	$5.00	$15.00
3 Inch	$10.00	$20.00
4 Inch	$17.00	$27.00
4 Inch - 24 hours/day/7days/week	$12.00	$22.00
6 Inch	$20.00	$30.00
6 Inch - 24 hours/day/7days/week	$15.00	$25.00
12 Inch	$30.00	$40.00
12 inch - 24 hours/day/7 days/week	$20.00	$30.00
Mobilization		
Lowboy ($120 first 60 miles, then hourly)	$70.00	$80.00
Truck & Trailer ($120 first 60 miles, then hourly)	$50.00	$60.00

TRAVEL	STATE RATE	R.E. Miller and Sons Rate
Mileage (standard auto)	$0.345	$0.35/mile
Mileage (heavy duty)		$2.00/mile
Lodging	Reasonable Rate	$45/day
Meals	$23.00	$25/day
Hourly Rate during travel	N/A	1/2 hourly rate

STREAM RESTORATION TERM CONTRACT

EQUIPMENT SUBCONTRACTOR: ROWE EXCAVATION, INC.

Equipment	Cost/Hour Without Prevailing Wage	Cost/Hour With Prevailing Wage
Personnel		
Principal: Kelly Rowe	$50.00	$50.00
Project Foreman	$45.00	$55.00
Shop Labor	$35.00	$45.00
General Labor	$30.00	$40.00
Excavators		
1.25-cy Excavator	$100.00	$105.00
2-cy Excavator	$115.00	$120.00
2.5-cy Excavator	$135.00	$140.00
Trucks		
18-cy 6x6 Articulating Truck	$100.00	$105.00
Track Truck	$150.00	$155.00
12-cy Dump truck	$60.00	$65.00
28-cy Belly dump	$70.00	$75.00
Transport Truck (Lowboy)	$70.00	$75.00
Dozers		
D6M Dozer Six Way	$90.00	$95.00
D5H LGP Dozer Six Way	$90.00	$95.00
Loaders		
4-cy Loader	$90.00	$95.00
2-cy Loader/Backhoe	$80.00	$85.00
Bobcat 743 Skidsteer	$90.00	$95.00
Pumps		
12-inch Crisafulli pump	$30.00	$30.00
12-inch Crisafulli pump (if running 24 hrs /day)	$25.00	$25.00
4-inch Portable Pump	$10.00	$10.00
4-inch Portable Pump (if running 24 hrs /day)	$8.00	$8.00
Miscellaneous		
48-inch Tree Spade	$120.00	$125.00
Cat 621 Scraper	$90.00	$95.00
Grader w/14-foot moleboard	$65.00	$70.00
66-inch vibratory roller	$75.00	$80.00
Jumping Jack Compactor	$45.00	$50.00
Mobilization		
Lowboy	$70.00	$75.00
Truck & Trailer	$60.00	$65.00

TRAVEL	STATE RATE	Rowe Excavation Rate
Mileage (standard auto)	$0.345	$0.35/mile
Mileage (heavy duty)		$0.55/mile
Lodging	Reasonable Rate	$45/day
Meals	$23.00	$25/day
Hourly Rate during travel	N/A	$25.00/hour

STREAM RESTORATION TERM CONTRACT

EQUIPMENT SUBCONTRACTOR: STREAM WORKS, INC.

PERSONNEL	NAMES	RATE ($/HR)
Principal Owner/Operator	Richard Thumma	$65.00
Project Manager	Richard Thumma	$65.00
Technicians - construction	N/A	N/A
Laborer - construction	Lenny Creech	
	Robert Wood	$35/hour without prevailing wage $45/hour with prevailing wage

EQUIPMENT	RATE ($/HOUR) Cost/hour without prevailing wage rates	RATE ($/HOUR) Cost/hour with prevailing wage rates
Excavator with thumb (Komatsu 150 or CAT 315 class)	$95.00	$115.00
Excavator with thumb (Komatsu 200 or CAT 320 class)	$100.00	$120.00
Excavator mobilization	$70.00	$80.00
Articulated Loader (Komatsu 320 or CAT 938 class, minimum 3 CY bucket)	$80.00	$100.00
Articulated loader mobilization	$70.00	$80.00
Scraper (John Deere 860 or CAT 613 class, 11 to 13 CY self-loading)	N/A	N/A
Scraper mobilization	N/A	N/A
Dozer (CAT D7F class)	$133.00	$150.00
Dozer mobilization	$70.00	$80.00
Dump truck (highway class with minimum 10 CY box)	$60.00	$80.00
Dump truck mobilization	$50.00	$60.00
Dump truck (6x6 off-road)	$134.00	$151.00
Dump truck mobilization	$70.00	$80.00
Alltrack tracked dump truck (5 CY box)	$80.00	$95.00
Alltrack mobilization	$70.00	$80.00
Grader	$70.00	$91.00
Grader mobilization	$70.00	$80.00
Water truck 2,000 gallon	$50.00	$75.00
Bobcat (small loader minimum 1 cy bucket)	$70.00	$90.00

EQUIPMENT	RATE ($/HOUR) Cost/hour without rates prevailing wage	RATE ($/HOUR) Cost/hour with prevailing wage rates
Bobcat mobilization	$50.00	$75.00
Truck (1-ton) and trailer (24-foot)	$50.00	$75.00
Four wheel ATV	$30.00	N/A

TRAVEL	STATE RATE	STREAM WORKS RATE
Mileage (standard auto)	$0.345/mile	$0.345/mile
Mileage (heavy duty)		$0.46/mile
Lodging	Reasonable Costs	$ 50/day
Meals	$23.00/day	$23/day
Hourly rate during travel	N/A	50% hourly rate

STREAM RESTORATION TERM CONTRACT

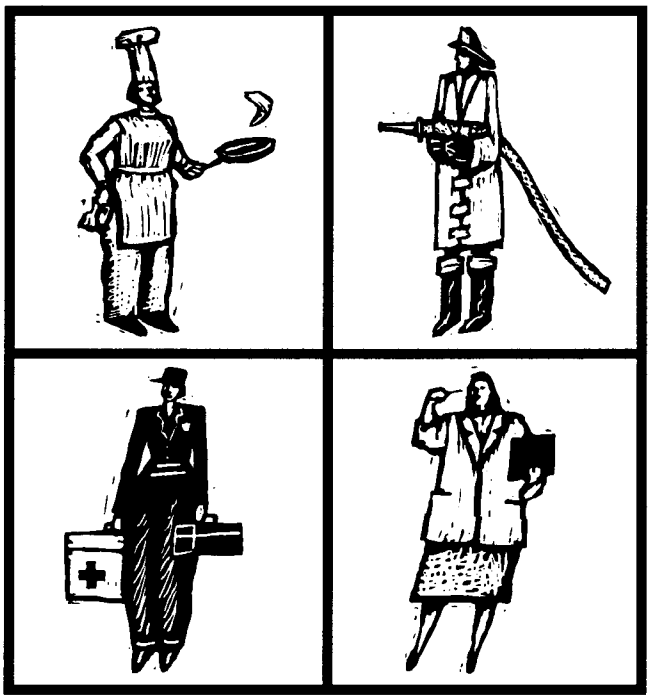
EQUIPMENT SUBCONTRACTOR: T & L CONSTRUCTION, INC.

PERSONNEL	NAMES	RATE ($/HR)
Principal	Gordon LaFaver, Owner/Operator	included in hourly equipment rates
Project Manager		included in hourly equipment rates
Technicians - construction		included in hourly equipment rates
Laborer - construction	Hired on job-by-job basis	$30/hour without prevailing wage $35/hour with prevailing wage

EQUIPMENT	RATE ($/HOUR) Cost/hour without prevailing wage rates	RATE ($/HOUR) Cost/hour with prevailing wage rates
Excavator with thumb (Komatsu 150 or CAT 315 class)	$72.00	$90.00
Excavator with thumb (Komatsu 200 or CAT 320 class)	$85.00	$100.00
Excavator mobilization	$70.00	$85.00
Articulated Loader (Komatsu 320 or CAT 938 class, minimum 3 CY bucket)	$70.00	$85.00
Articulated loader mobilization	$70.00	$85.00
Scraper (John Deere 860 or CAT 613 class, 11 to 13 CY self-loading)	N/A	N/A
Scraper mobilization	N/A	N/A
Dozer (CAT D7F class)	N/A	N/A
Dozer mobilization	N/A	N/A
Dump truck (highway class with minimum 10 CY box)	$65.00	$80.00
Dump truck mobilization	$50.00	$65.00
Dump truck (6x6 off-road)	N/A	N/A
Dump truck mobilization	N/A	N/A
Bobcat (small loader minimum 1 cy bucket)	$50.00	$65.00
Bobcat mobilization	$35.00	$45.00

TRAVEL	STATE RATE	T & L RATE
Mileage (standard auto)	$0.35	$0.30/mile
Mileage (heavy duty)		N/A
Lodging	Reasonable Costs	$30/day
Meals	$23.00/day	$20/day
Hourly rate during travel	N/A	N/A

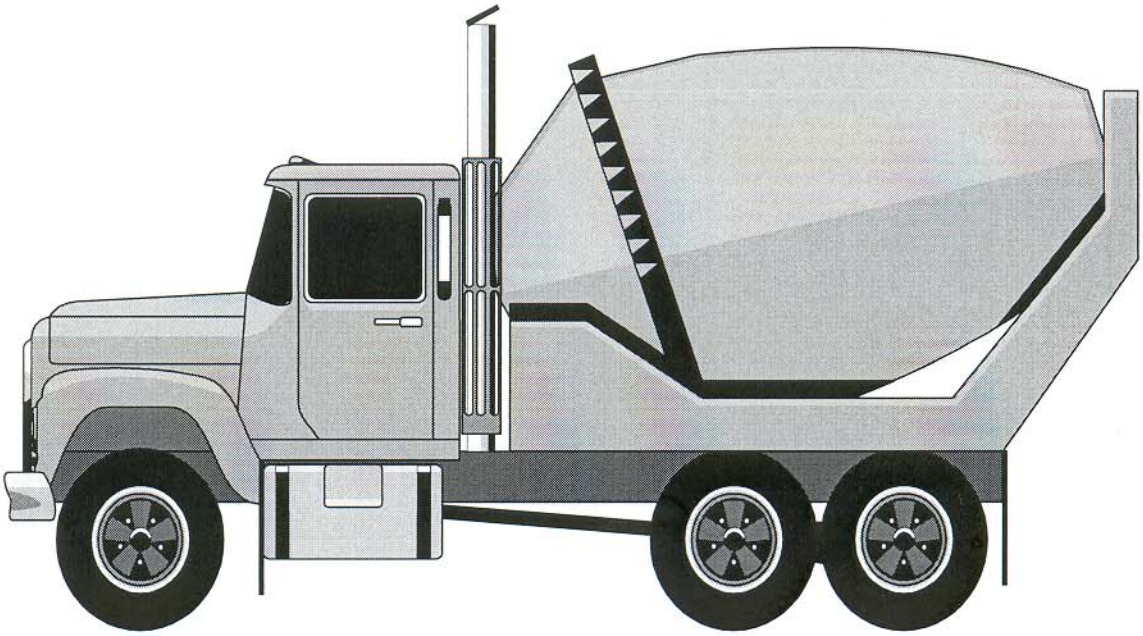
Montana Prevailing Wage Nonconstruction Services



Rates Effective June 30, 2001

Published by the Research and Analysis Bureau
Job Service Division
Montana Department of Labor and Industry

Montana Prevailing Wage Heavy and Highway Construction



Rates Effective June 30, 2001

Published by the Research and Analysis Bureau
Job Service Division
Montana Department of Labor and Industry

STREAM RESTORATION TERM CONTRACT

January 8, 2002

1. PARTIES

THIS CONTRACT, is entered into by and between the State of Montana, Department of Administration, State Procurement Bureau, (hereinafter referred to as "the State"), whose address and phone number are 125 North Roberts, PO Box 200135, Helena MT 59620-0135, (406) 444-2575 and **Inter-Fluve, Inc.**(hereinafter referred to as the "Contractor"), whose nine digit Federal ID Number, address and phone number are **81-0419872, 25 N. Willson Suite 5 Bozeman MT 59715** and **406-586-6926, FAX 406-586-8445.**

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

(a) This contract **SPB02-28P-B** shall take effect on February 1, 2002. The contract shall terminate on December 31, 2003, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

(b) This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be extended in two-year intervals, or any interval that is advantageous to the State, for a period not to exceed four additional years. This extension is dependent upon legislative appropriations and in no case may this contract run longer than a six-year period.

3. PRICE ADJUSTMENTS

Contractor and the State agree price adjustments may be made at the time of contract renewal under the following conditions:

Annual price increases may be permitted through a process of negotiation between the Contractor and the State. Any price increases must be based on demonstrated industry-wide or regional increases in the Contractor's costs. Publications such as the Federal Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increase value.

4. NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

5. COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units.

6. SERVICES AND/OR SUPPLIES

Contractor agrees to provide to the State Stream Restoration Designs and Implementations for various projects around the State of Montana. This contract will be utilized primarily by the Department of Fish, Wildlife and Parks (FWP), but other state agencies or public procurement units may utilize this contract in conjunction with stream reclamation, renaturalization, and fish habitat enhancement projects.

(a) All of the firms selected may need to have access to engineering services depending on the nature of the project. The chosen Contractor will be expected to use their own best judgment as to whether engineering services are needed for a given project. However, traditional engineering methodologies are not the emphasis of this RFP. It is a violation of State Statute to practice engineering or land surveying without a license.

(b) **Project Selection**

The State will be responsible for identifying projects, contacting landowners and securing necessary permission/cooperation agreements, selecting a Contractor, writing grant applications and approving project payments.

The State will not initiate projects where it is known that hazardous materials are present. If there is an indication of a potential of hazardous materials, then the State will do testing prior to contacting the Contractor. However, there is always the possibility of unforeseen problems resulting in the stoppage of a project.

The selected Contractor will be required to meet with State personnel at the project site to conduct a site evaluation, discuss project issues and begin the negotiation process on project feasibility, conceptual design and costs for each project.

(c) **Selecting a Contractor**

The State will choose a Contractor from the list of up to four available on this term contract, taking into consideration such things as the Contractor's area of expertise, requirements and location of the project, the Contractor's availability and access to resources necessary to efficiently and effectively complete the project, demonstrated excellent past performance on State projects, identified subcontractors and cost**.** The State has two options for awarding projects: Option 1 is to select a Contractor from the list who is qualified to conduct the work and directly negotiate a mutually acceptable project; Option 2 is to not use this list and put the project out to competitive bid following standard procurement procedures.

Contractor selection will be discussed among a panel of State personnel prior to initiating contact with a Contractor. When the selected Contractor is initially contacted, they will be told if project funding has been secured. If funding has not been secured the Contractor will be given the option to decline negotiation on the project without jeopardizing selection on future projects. If costs of a particular project are higher than anticipated but reasonable, the State will do what it can to secure the funding required.

The State will supply the chosen Contractor a short description of project background, goals and objectives. The State and chosen Contractor will then cooperatively develop project feasibility, conceptual design and cost. Project costs will be based on the published prices attached to this contract. Planning costs may be reimbursed provided that a mutually acceptable project can be negotiated. The State reserves the right to cease negotiations with the chosen Contractor if agreement cannot be reached on conceptual design and/or costs, and to begin negotiations with another Contractor from the list. The State also reserves the right to cancel the project if funding cannot be secured. The State will keep complete written documentation of the negotiation process in the project file.

Agency project contracts will be utilized to finalize the project. Only written addenda will be used for adjustments of the contracts and must be signed by both parties. All contracts must contain signatures from both parties and agency legal review.

The State will monitor Contractor selection by using the information provided in the annual term contract usage reports (Ref. Section 17).

(d) **Design Expectations**

FWP prefers stream restoration improvement techniques that simulate natural conditions and facilitate natural stream processes. The State is always open to new and innovative approaches that accomplish project goals.

(e) **Contractor Responsibilities**

The selected Contractor for an individual project will be responsible for the supervision and implementation of the designs and will be responsible for oversight of work performed by all subcontractors. In most cases the Contractor will provide and be responsible for all the necessary equipment, materials, supplies and personnel necessary for proper execution of the work. However, the State reserves the right to hire subcontractors (equipment and/or labor) if it will provide a cost savings to the State. The selected Contractor will also be responsible for clean up of the sites and must have the sites inspected by the State immediately prior to completion.

On-Site Requirements:

When a Contractor is contacted by the State to discuss a project, the State and the Contractor will visit the job site to become familiar with conditions relating to the project and the labor requirements. The State and chosen Contractor will then cooperatively develop project feasibility, conceptual design, and cost.

The Contractor shall adequately protect the work, adjacent property, and the public in all phases of the work. They shall be responsible for all damages or injury due to their action or neglect.

The Contractor shall maintain access to all phases of the contract pending inspection by the State, the landowner, or their representative.

All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance.
The Contractor shall respond within seven calendar days after notice of observed defects has been given and shall proceed to immediately remedy these defects. Should the Contractor fail to respond to the notice or not remedy the defects, the State may have the work corrected at the expense of the Contractor.

Clean-Up:

The Contractor shall:

i) keep the premises free from debris and accumulation of waste;
ii) clean up any oil or fuel spills;
iii) keep machinery clean and free of weeds;
iv) remove all construction equipment, tools and excess materials; and
v) perform finishing site preparation to limit the spread of noxious weeds before final payment by the State.

(f) **Work Acceptance**

The Contractor is responsible for project oversight as needed. The State may also periodically provide personnel for administrative oversight from the initiation of the contract through project completion. All work will be inspected by the State or designated liaison prior to approval of any contract payments. All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance. Contractor shall respond within seven calendar days after notice of defects has been given by the State and proceed to immediately remedy all defects.

(g) **Records**

The Contractor will supply the State with photo documentation of methods of habitat restoration progress throughout project implementation. Contractor will maintain records for themselves and all subcontractors of supplies, materials, equipment and labor hours expended.

(h) **Communication**

The Contractor is required to make weekly contact with the State liaison, or other parties designated by the State for communications, to make arrangements for field inspections and project compliance. This communication must be made in person or by telephone conversation with designated liaisons. Voice mail recordings will not be considered communication unless approved by the project contract.

Remoteness of project sites may necessitate that the Contractor have some form of field communication such as a cellular phone. This communication is necessary to enable the State to respond to public concerns related to the project, accidents, inspections, or other project issues that require immediate feedback. Weekly communication will commence when the chosen Contractor initiates project implementation.

(i) **Change Of Staffing**

Since qualifications of personnel were key in determining which offerors were selected to be on this term contract list, a written notification to the State Procurement Bureau of any changes of key personnel must be made within two weeks of the change. These change notifications will be completed upon the departure or hiring of key personnel who are involved in reclamation, renaturalization and fish habitat enhancement projects. If these staffing changes cause the firm to no longer meet the qualifications stated herein, that firm will be removed from this term contract.

Failure to notify the State Procurement Bureau of staffing changes could result in the Contractor being removed from the term contract listing and possible suspension from bidding on other State projects.

7. CONSIDERATION/PAYMENT

(a) In consideration for the stream restoration project services to be provided, the State shall pay according to the negotiated agreement for each project. Hourly rates and miscellaneous charges as provided in the Contractor's response to Request for Proposal SPB-02-28P shall apply.

(b) The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

8. ACCESS AND RETENTION OF RECORDS

(a) The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.)

(b) The Contractor agrees to create and retain records supporting the stream restoration project services for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

9. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

(a) The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.)

(b) The State encourages collaboration between Contractors to increase the scope of services offered. In cases where the chosen Contractor is not able to provide all services needed for the project, the State will expect the chosen Contractor to contact other Contractors on this list to negotiate subcontracts for these services before going elsewhere. Exceptions to this strategy will be evaluated on a case-by-case basis.

(c) All subcontractors to be used in any project must be approved by FWP or the authorized entity initiating the project. Project budgets will be negotiated for each individual project contract. However, all rates, terms and conditions set forth in this term contract will be applied to individual contracts.

(d) The State reserves the right to choose the invoicing method from the following:

- Prime Contractor's billing will include the subcontractors charges and payment will be made to the prime, or
- Prime and subcontractors will bill the State separately and the State will pay each directly.

(e) **Approved Subcontractors**

Equipment Operators

The following Equipment Operator Subcontractors have been approved by the State for this contract:

1. A.M. Welles, Inc
2. R.E. Miller & Sons
3. Rowe Excavation
4. Stream Works Inc
5. T & L Construction

Revegetation Specialists

The following Revegetation Specialist Subcontractors have been approved by the State for this contract:

1. Bitterroot Restoration, Inc

10. FAVORABLE PRICES

Contractor agrees that, through the term of the contract and any agreed-upon extension, the State will be entitled to any lower prices made available to any other customer of comparable volume.

11. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

12. INSURANCE

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

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

(b) **Specific Requirements for Commercial General Liability:** The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

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

(c) **Specific Requirements for Automobile Liability:** The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

(d) **Specific Requirements for Professional Liability:** The Contractor shall purchase and maintain Occurrence coverage with combined single limits for each wrongful act of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide claims made coverage with three years of additional tail to commence at the conclusion of the contract at the discretion of the agency and with the prior approval of the State Procurement Bureau.

(e) **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insured shall reduce or eliminate such deductibles or self-insured retention's as respects the State, its officers, officials, employees, or volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

(f) **Certificate of Insurance/Endorsements:** A certificate of insurance, indicating compliance with the required coverages, has been received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc.

13. WORKERS' COMPENSATION/INDEPENDENT CONTRACTOR

Contractors are required to maintain workers' compensation or an independent Contractors exemption covering the Contractor and/or employees while performing work for the State of Montana in accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA. Neither the Contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire contract period. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

14. INTELLECTUAL PROPERTY

(a) All patent and other legal rights in or to inventions arising out of activities funded in whole or in part by this contract must be available to the State for royalty-free and nonexclusive licensing. The Contractor shall notify the State in writing of any invention conceived or reduced to practice in the course of performance of this contract.

(b) The State shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this contract.

15. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

16. MONTANA PREVAILING WAGE REQUIREMENTS

Unless superseded by federal law, Montana law requires that Contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of $25,000 for construction or nonconstruction services--i.e., at least 50% of the work must be performed by bona fide Montana residents in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with section18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department

of Labor and Industry.

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of $25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the Contractors, subcontractors, and employers shall pay during the public works contract.

Furthermore, section 18-2-406, MCA, requires that all Contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

The contract must also contain the provision that each Contractor, subcontractor, and employer maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the Contractor's, subcontractor's, or employer's completion of work on the public works contract.

Montana Prevailing Wage Heavy and Highway Construction, effective June 30, 2001 http://rad.dli.state.mt.us/wage/hh/01hhpwge.pdf, and Montana Prevailing Wage Nonconstruction Services, effective June 30, 2001 http://rad.dli.state.mt.us/wage/ncserv/01pwncsv.pdf, are attached for reference.

17. TERM CONTRACT REPORTING

Term contract holder(s) shall furnish annual reports of term contract usage. Each report shall contain complete information on all public procurement units utilizing this term contract. Minimum information required to be included in usage reports: name of the agency or governmental entity who contacted you regarding a potential project; project title; agency contact person; if the project was not successfully negotiated, state the reason; number and title of contracts received; total dollar amounts for contracts received; the names of your company personnel involved in the project; and project status as of usage report date. The first report for this term contract will be due July 12, 2002.

Reported volumes and dollar totals may be checked by the State Procurement Bureau against State records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

18. CONTRACT TERMINATION

(a) The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

(b) The State, at its sole discretion, may terminate or reduce the scope of this contract if available

funding is reduced for any reason. (See Mont. Code Ann. § 18-4-313(3).)

19. LIAISON AND SERVICE OF NOTICES

Written notices or complaints will first be directed to the liaison.

Contractor Liaison:
David Reeves
Inter-Fluve, Inc.
25 N Willson, Suite 5
Bozeman MT 59715
Phone No.: 406-586-6926
Fax No.: 406-586-8445

State Procurement Bureau Liaison:
Penny Moon, Contracts Officer
State Procurement Bureau
Room 165, Mitchell Building
125 North Roberts Street
PO Box 200135
Helena MT 59620-0135
Phone No.: (406) 444-3313
Fax No.: (406) 444-2529
pmoon@state.mt.us

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

20. MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

21. DIFFERING SITE CONDITIONS

If, during the term of this contract, circumstances or conditions are materially different than set out in the specifications, the Contractor may be entitled to an equitable adjustment in the contract price. The Contractor shall immediately cease work and notify, in writing, the State of any such conditions necessitating an adjustment as soon as they are suspected and prior to the changed conditions affecting

the performance of this contract. Any adjustment shall be agreed upon in writing by both parties to the contract.

22. FORCE MAJEUR

Contractor's performance is excused to the extent non-performance is caused by acts of God or other similar unforeseeable circumstances not caused by Contractor.

23. REUSE OF DOCUMENTS

The State agrees that it will not apply the Contractor's designs to any other project.

24. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

25. SCOPE, AMENDMENT AND INTERPRETATION

(a) This contract consists of 28 numbered pages, any Attachments as required, RFP #SPB02-28P as amended and the Contractor's response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

(b) These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

STREAM RESTORATION TERM CONTRACT

CONTRACTOR NAME: INTER-FLUVE, INC.

PERSONNEL	NAMES	RATES ($/HOUR)
Principal	Dale Miller, CPESC/Hydrologist	$85
	Greg Koonce, CFP/Fisheries Biologist	$85
Hydrologist	Peter Skidmore	$82
Fisheries Biologist	Keith Binkley	$80
	Jason Smith	$70
	Marty Melchior	$65
Fluvial Geomorphologist	Ginger Birkeland, Ph.D.	$80
	Mike Brunflet	$65
	DeWitt Dominick	$60
Project Engineer/Hydrologist	Dale White, P.E.	$70
Project Engineer	Mike Rotar, P.E.	$75
	Ronda Burns, E.I.T.	$55
Bioengineering/Revegetation Specialist	Todd Hoitsma	$70
Surveyor	Ronda Burns, E.I.T.	$55
Technical Draft Person (CAD)	Rich Paheuf	$45
Attendance at meetings	N/A	100% of personnel rate
Senior Clerical	N/A	$0
Clerical	N/A	$0
Billing support	N/A	$0
EQUIPMENT	Cost/Hour **without** prevailing wage rates	Cost/Hour **with** prevailing wage rates
GPS with Survey crew (1 Person)	$80/hr	$80/hr
Total Station with Survey crew (2 Person)	$120/hr	$120/hr
Backpack electro shocker	$90/hr	$90/hr
Boat electro shocker (w/o boat)	$90/hr	$90/hr
Boat (2-3 person non-powered)	$60/hr	$60/hr
Boat (powered)	$70/hr	$70/hr

Sieve screen shaker	$60/hr	$60/hr
TRAVEL	**STATE RATE**	**INTER-FLUVE RATE**
Mileage (standard auto)	$0.345/mile	$0.345/mile
Mileage (heavy duty)		$0.345/mile
Lodging	Reasonable Costs	Reasonable Costs At Cost
Meals	$23.00/day	$23.00/day
Hourly rate during travel	100% of personnel rate	0% of personnel rate
MATERIALS/SUPPLIES		
Computer time		No charge
Photocopies		No charge
Postage		No charge

EQUIPMENT OPERATIONS SUBCONTRACTOR

EQUIPMENT SUBCONTRACTOR NAME: **R.E. MILLER AND SONS, INC.**

PERSONNEL	NAMES	RATE ($/HOUR)
Principal	Tom Miller	$ 50.00
Project Manager	Chris Mehring	$ 50.00
Laborer – construction	misc.	$ 30.00

EQUIPMENT	Cost/Hour **without** prevailing wage rates	Cost/Hour **with** prevailing wage rates
Excavator with thumb (Komatsu 150 or CAT 315 class)	$90.00	$ 100.00
Excavator with thumb (Komatsu 200 or CAT 320 class)	$100.00	$ 110.00
Excavator mobilization	$120/60 miles or $70/hour Flat rate	
Articulated loader (Komatsu 320 or CAT 938 class) (minimum 3 cubic yard bucket)	$70.00	$80.00
Articulated loader mobilization	$120/60 miles or $70/hour Flat rate	
Scraper (John Deere 860 or CAT 613 class) (11-13 yard self-loading)	$110.00	$ 120.00
Scraper mobilization	$120/60 miles or $70/hour Flat rate	
Dozer (CAT D7F class)	$90.00	$ 100.00
Dozer mobilization	$120/60 miles or $70/hour Flat rate	
Dump truck (highway class with minimum 10 yd. Box)	$50.00	$60.00
Dump truck mobilization	$120/60 miles or $70/hour Flat rate	
Dump truck (6X6 off road) D250D	$95.00	$ 105.00
Dump truck mobilization	$75/60 miles or $50/hour Flat rate	
Bobcat (small loader) (minimum 1 cubic yard bucket)	$50.00	$60.00
Bobcat mobilization	$75/60 miles or $50/hour Flat rate	
Tree Spade (minimum 42" spade width) 50"	$85.00	$90.00
Tree spade mobilization	$120/60 miles or $70/hour Flat rate	
Four wheel ATV	$40.00	$45.00

TRAVEL	STATE RATE	R.E. MILLER RATE
Lodging/Meals	Reasonable rate	$60.00
Hourly rate during travel	N/A	$27.50

STREAM RESTORATION TERM CONTRACT

EQUIPMENT OPERATIONS SUBCONTRACTOR

EQUIPMENT SUBCONTRACTOR NAME: **R.E. MILLER AND SONS, INC.**

	Cost/hour **without** prevailing wage rates	Cost/hour **with** prevailing wage rates
PERSONNEL		
Construction Consulting	$50.00	$60.00
Site Forman	50.00	50.00
Shop Labor	35.00	45.00
Welding Labor	40.00	50.00
General Labor	27.50	40.00
Clerical	20.00	30.00
EQUIPMENT		
Dozers		
D4H LGP with ripper	$70.00	$80.00
D6M with ripper	75.00	85.00
D7D	60.00	70.00
D7H	90.00	100.00
D7H - Ripping rock	95.00	105.00
D8H	95.00	105.00
D8H - Ripping rock	100.00	110.00
Excavators		
CAT 225 with thumb	100.00	110.00
CAT 312 with thumb	85.00	95.00
CAT 315 with thumb	90.00	100.00
CAT 320B with thumb	100.00	110.00
CAT 325 with thumb	105.00	115.00
CAT 330B with thumb	120.00	130.00
Backhoes		
CAT 416C (4 wheel drive extendahoe)	55.00	65
CASE 580SL (4 wheel drive extendahoe)	55.00	65.00
Draglines		
22B	65.00	75.00
22B - Craning	70.00	80.00
30B	95.00	105.0
30B - Craning	100.00	110.00

EQUIPMENT SUBCONTRACTOR NAME: **R.E. MILLER AND SONS**

EQUIPMENT (CONTINUED)	50.00	60.00
10-12 cubic yard w/ 2 axle pup or w/25 ton tilt top equipment trailers	60.00	70.00
10-12 cubic yard w/ 3 axle pup	65.00	75.00
Trailking 20 yard belly dump	65.00	75.00
Trailking 20 yard side dump	65.00	75.00
Other Trucks		
35 Ton end dump	$65.00	$75.00
D250D Articulated (3) 6 Wheel Drive	95.00	105.00

D350D Articulated (2) 6 Wheel Drive	110.00	120.00
Water Truck - 4000 gallon	60.00	70.00
Flatbed	45.00	55.00
Transport Truck (Lowboy)	70.00	80.00
3/4 Ton 4x4 (14)	0.35/mile	
Boom Truck	45.00	55.00
Front End Loaders		
CAT 938G	70.00	80.00
CAT 950	60.00	70.00
CAT 966	80.00	90.00
CAT 980 (2)	90.00	100.00
Graders		
CAT 12F	60.00	70.00
CAT 140G	65.00	75.00
Rollers		
Bomag (56")	45.00	55.00
CAT CS563 smooth or pad foot	60.00	70.00
Additional Equipment		
50" Tree Spade	80.00	95.00
Willow Dibble plus Excavator Time	5.00	15.00
Ford Tractor	40.00	50.00
Brillion Seed Drill (8 ft.)	25.00	35.00
Brillion Seed Drill (8 ft. w/tractor)	65.00	75.00
Wiggins 16,000# Forklift	45.00	55.00
Air Track and Compressor - 750 CFM	85.00	95.00
Steel and Bits for above	7.00	17.00
Compressor - 250 CFM	45.00	55.00
Wacker (price does not include labor)	12.00	22.00
Pumping Equipment		
2 Inch	5.00	15.00
3 Inch	10.00	20.00
4 Inch	17.00	27.00
4 Inch - 24 hours/day/7days/week	12.00	22.00
6 Inch	20.00	30.00
6 Inch - 24 hours/day/7days/week	15.00	25.00
12 Inch	30.00	40.00
12 inch - 24 hours/day/7 days/week	20.00	30.00
TRAVEL	R.E. MILLER RATES	
Per diem(/night/employee)	$ 60.00	
Travel (/hour/man)	27.50	

EQUIPMENT OPERATIONS SUBCONTRACTOR

EQUIPMENT SUBCONTRACTOR NAME: **ROWE EXCAVATION, INC.**

PERSONNEL	NAMES	RATE ($/HOUR)
Principal	Kelly Rowe	
Laborer - construction		$30-$40/day
EQUIPMENT	Cost/Hour **without** prevailing wage rates	Cost/Hour **with** prevailing wage rates
Excavator 1.25cy	$100.00	$105.00
Excavator 2cy	$115.00	$120.00
Excavator 2.5cy	$135.00	$140.00
6x6 Artic Truck 18cy	$100.00	$105.00
Track Truck	$150.00	$155.00
Dozer Six Way D6M	$90.00	$95.00
LGP Six Way D5H9095	$90.00	$95.00
Tree Spade 48"	$120.00	$125.00
Loader 4cy	$90.00	$95.00
Dump Truck 12cy	$60.00	$65.00
Belly Dump 28cy	$70.00	$75.00
Transport Truck	$70.00	$75.00
Crystallfully 12" Pump	$30.00	same
Crystallfully 12" Pump	$25 (if running 24 hrs/day)	same
Vibratory Roller 66"	$75.00	$80.00

** all other equipment prices should be discussed before pricing and all equipment prices are based on 40 hours per week. Any more or less should be agreed upon before the hours occur and all material purchased by Rowe Excavation Inc. will be marked up 15% for Handling.

TRAVEL	STATE RATE	ROWE EXCAVATION RATE
Hourly rate during travel	N/A	$30-$40/Day

EQUIPMENT OPERATIONS SUBCONTRACTOR

EQUIPMENT SUBCONTRACTOR NAME: **STREAM WORKS, INC.**

PERSONNEL	NAMES	RATE ($/HOUR)
Principal	Richard Thumma	$65.00
Project Manager	Richard Thumma	$65.00
Laborer - construction	Lenny Creeeh	$35**
other (specify)	Robert Wood	$35**
** Prevailing Wage Not Included		

EQUIPMENT	Cost/Hour **without** prevailing wage rates	Cost/Hour **with** prevailing wage rates
Excavator with thumb (Komatsu 150 or CAT 315 class)	$95.00	$115.00
Excavator with thumb (Komatsu 200 or CAT 320 class)	$100.00	$120.00
Excavator mobilization	$70.00	(flat rate)
Articulated loader (Komatsu 320 or CAT 938 class) (minimum 3 cubic yard bucket)	$80.00	$100.00
Articulated loader mobilization	$70.00	(flat rate)
Dozer (CAT D7F class)	$133.00	$150.00
Dozer mobilization	$70.00	(flat rate)
Dump truck (highway class with minimum 10 yd. Box)	$60.00	$80.00
Dump truck mobilization	$60.00	(flat rate)
Dump truck (6X6 off road)	$134.00	$151.00
Dump truck mobilization	$70.00	(flat rate)
Bobcat (small loader) (minimum 1 cubic yard bucket)	$70.00	$90.00
Bobcat mobilization	$50.00	(flat rate)
Four wheel ATV	$30.00	$65.00
Alltrack Dump Truck (tracked) 5cy	$80.00	$95.00
Grader	$70.00	$91.00
Water Truck 2000 gal.	$50.00	$75.00
Truck (F350) and Trailer (24ft)	$50.00	$75.00
Misc. small equipment as needed is negotiated		

TRAVEL	STATE RATE	STREAMWORKS RATE
Mileage (standard auto)	0.345	$0.345/mile
Mileage (heavy duty)		$0.46/mile
Lodging	Reasonable rate	$50.00/day
Meals	$23.00/day	$23.00/Day
Hourly rate during travel	N/A	50% of personnel rate

EQUIPMENT OPERATIONS SUBCONTRACTOR

EQUIPMENT SUBCONTRACTOR NAME: **T&L CONSTRUCTION**

PERSONNEL	NAMES	RATE ($/HOUR)
Principal	Gordon LaFaver, Owner/Operator	
** Equipment rates include hourly rate for owner and employees		
EQUIPMENT	Cost/Hour **without** prevailing wage rates	Cost/Hour **with** prevailing wage rates
Excavator with thumb (Komatsu 150 or CAT 315 class)	$75.00	$90.00
Excavator with thumb (Komatsu 200 or CAT 320 class)	$85.00	$100.00
Excavator mobilization	$70.00	(flat rate)
Articulated loader (Komatsu 320 or CAT 938 class) (minimum 3 cubic yard bucket)	$70.00	
Dump truck (highway class with minimum 10 yd. Box)	$65.00	$80.00
Dump truck mobilization	$50.00	(flat rate)
Bobcat (small loader) (minimum 1 cubic yard bucket)	$50.00	$65.00
Bobcat mobilization	$35.00	(flat rate)

TRAVEL	STATE RATE	T&L CONSTRUCTION RATE
Mileage (standard auto)	0.345	$.030/mile
Lodging	Reasonable rate	$30.00/Day
Meals	$23.00/day	$20.00/Day

EQUIPMENT OPERATIONS SUBCONTRACTOR

EQUIPMENT SUBCONTRACTOR NAME: A.M. WELLES, INC.

PERSONNEL	NAMES	RATE ($/HOUR)
Principal	**Tim Hokanson**	$75.00
Project Manager	Bill Mackin	$65.00
Technicians-construction	Josh McKenzie	$40.00
Reclamation – other	Susan Hellier	$50.00
Superintendent/Operator	Fred Wittmer	$40.00
Laborer – construction	Alan Lince	$30.00
Staker/Operator	Ed Roseboom	$30.00

EQUIPMENT	Cost/hour **without** prevailing wage rates	Cost/hour **with** prevailing wage rates
Excavator with thumb (Komatsu 150 or CAT 315 class)	$85.00	$90.00
Excavator with thumb (Komatsu 200 or CAT 320 class)	$90.00	$95.00
Excavator mobilization	$65.00/hr	(flat rate)
Articulated loader (Komatsu 320 or CAT 938 class) (minimum 3 cubic yard bucket)	$65.00	$70.00
Articulated loader mobilization	$65.00/hr	(flat rate)
Scraper (John Deere 860 or CAT 613 class) (11-13 yard self-loading)	$110.00	$115.00
Scraper mobilization	$70.00/hr	(flat rate)
Dozer (CAT D7F class)	$85.00	$90.00
Dozer mobilization	$70.00/hr	(flat rate)
Dump truck (highway class with minimum 10 yard box)	$55.00	$60.00
Dump truck mobilization	$55.00/hr	(flat rate)
Dump truck (6X6 off road)	$90.00	$95.00
Dump truck mobilization	$65.00/hr	(flat rate)
Bobcat (small loader) (minimum 1 cubic yard bucket)	$45.00	$50.00
Bobcat mobilization	$55.00/hr	(flat rate)
Tree spade (minimum 42” spade width)	$75.00	$80.00
Tree spade mobilization	$65.00/hr	(flat rate)
Four wheel ATV	$35.00	$40.00
Snowmobile	$35.00	$40.00
Boat (2-3 person non-powered)	$20.00	$25.00
Boat (powered)	$40.00	$40.00

STREAM RESTORATION TERM CONTRACT

TRAVEL	STATE RATE	A.M. WELLES RATE
Mileage (standard auto)	0.345	$0.35/mile
Mileage (heavy duty)		$0.65 /mile
Lodging	Reasonable Rate	$50.00/day
Meals	$23.00/day	$25.00/day
Hourly rate during travel	N/A	60 % of personnel rate

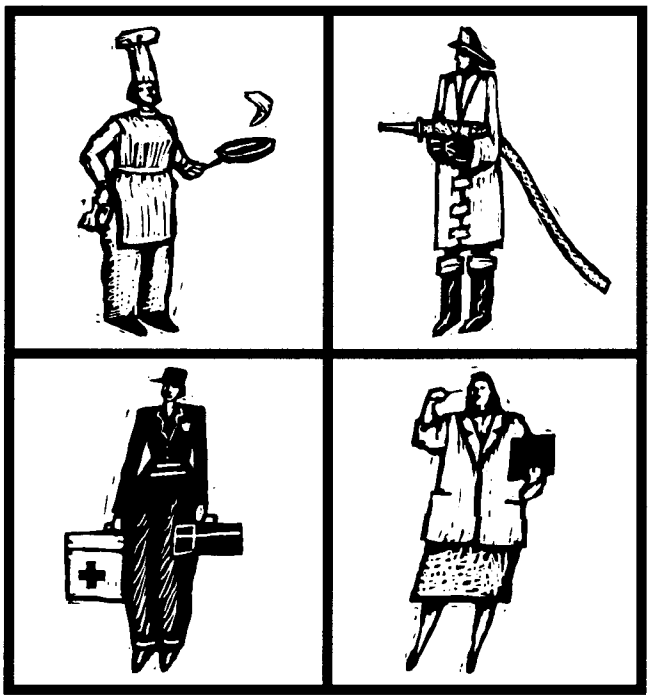
ADDITIONAL EQUIPMENT	Cost/hour **without** prevailing wage rates	Cost/hour **with** prevailing wage rates
Water truck (4000 gal capacity)	$60.00	$65.00
Water truck mobilization	$65.00/hr	(flat rate)
Roller (IR 150)	$65.00	$70.00
Roller mobilization	$65.00/hr	(flat rate)
Grader (CAT 14G class)	$95.00	$100.00
Grader mobilization	$65.00/hr	(flat rate)
Rock Drill (LM 500 class)	$145.00	$150.00
Rock drill mobilization	$70.00/hr	(flat rate)
Compressor (IR 900)	$60.00	$65.00
Compressor mobilization	$65.00/hr	(flat rate)
Electric generators (40 kw to 900 kw)	40 kw $40.00 900 kw $95.00	$45.00 $100.00
Generator mobilization	$65.00/hr	(flat rate)
Pumps (2” to 16”)	2” $10.00 16” $65.00	$15.00 $70.00
Sand bags	Small .50 Large $4.00	

REVEGETATION SUBCONTRACTOR NAME: BITTERROOT RESTORATION, INC

. PERSONNEL	NAMES	RATE ($/HOUR)
Principal	Patrick Burke	$160.00
Senior Hydrologist	Larry Fishbain	$ 80.00
Project Manager	Gant Massey	$ 80.00
Licensed Landscape Architect	Dave McAdoo	$ 65.00
Riparian Ecologist/ Vegetation Specialist - upland	Paul Hansen	$ 80.00
Wetland Specialist	Tom Parker	$ 80.00
Wetland Ecologist/ Vegetation Specialist - riparian	Bill Thompson	$ 65.00
Technicians – Vegetation	Carl Rosier	$ 45.00
Restoration Services Project Supervisor	Nate Lengacher	$ 45.00
Director of Restoration Services	Sherry Myers	$ 65.00
Laborer – construction	Various Crew Members	$ 27.66 (BRI); $ 46.68 (prevailing wage)
Laborer – environmental	Various Crew Members	$ 26.49(BRI); $ 46.68 (prevailing wage)
Laborer – vegetation	Various Crew Members	$ 26.49 (BRI); $ 46.68 (prevailing wage)
Senior Clerical	Various	$ 31.00
Clerical	Various	$ 25.00
EQUIPMENT	Cost/hour **without** prevailing wage rates	Cost/hour **with** prevailing wage rates
Four Wheel ATV	$ 50/day	$ 50/day
Four Wheel ATV-labor	$ 32.82/hr	N/A
Bobcat	$ 178/day	$ 178/day
Bobcat - labor	$ 32.82/hr	$ 52.35/hr
TRAVEL	**STATE RATE**	**BRI RATE**
Mileage (standard auto)	0.345	$0.345/mile
Mileage (heavy duty)		$0.50/mile
Lodging	Reasonable Costs	$ 40 - $ 65/night
Meals	$23.00/day	
Hourly rate during travel	N/A	50% of personnel rate

NOTE: Cost/hour with prevailing wage rates may vary depending on the county where work is performed.

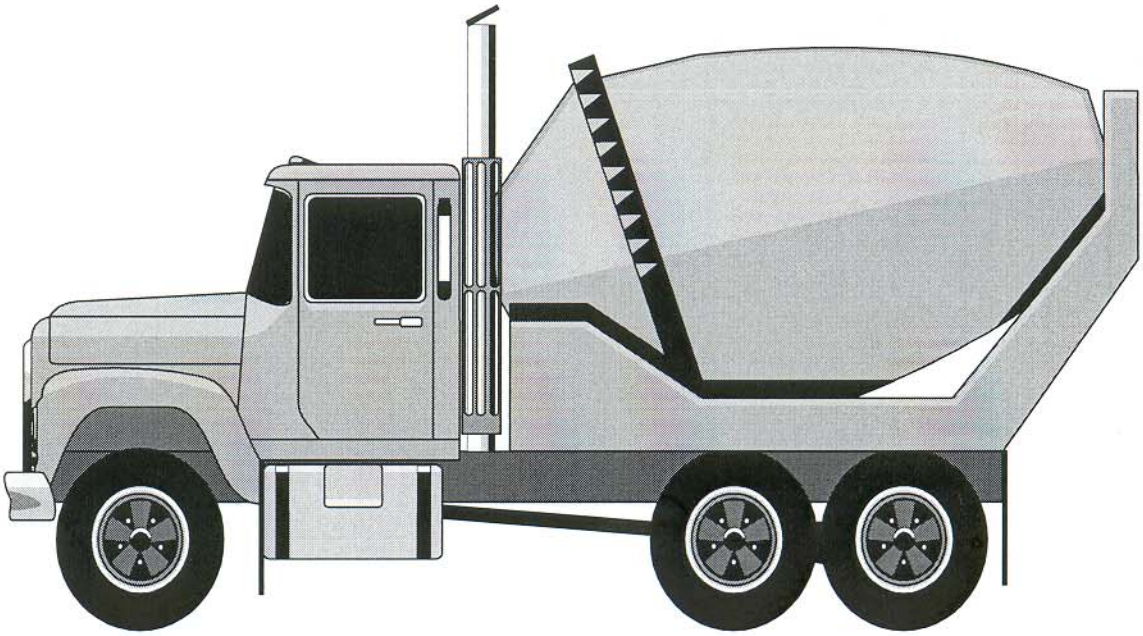
Montana Prevailing Wage Nonconstruction Services



Rates Effective June 30, 2001

Published by the Research and Analysis Bureau
Job Service Division
Montana Department of Labor and Industry

Montana Prevailing Wage Heavy and Highway Construction



Rates Effective June 30, 2001

Published by the Research and Analysis Bureau
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Montana Department of Labor and Industry

STREAM RESTORATION TERM CONTRACT

January 8, 2002

1. PARTIES

THIS CONTRACT, is entered into by and between the State of Montana, Department of Administration, State Procurement Bureau, (hereinafter referred to as "the State"), whose address and phone number are 125 North Roberts, PO Box 200135, Helena MT 59620-0135, (406) 444-2575 and **Land & Water Consulting, Inc.**(hereinafter referred to as the "Contractor"), whose nine digit Federal ID Number, address and phone number are **81-0464439, 1120 Cedar Street Missoula MT 59807** and **406-721-0354, FAX 406-721-0355.**

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

(a) This contract **SPB-02-28P-C** shall take effect on February 1, 2002. The contract shall terminate on December 31, 2003, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

(b) This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be extended in two-year intervals, or any interval that is advantageous to the State, for a period not to exceed four additional years. This extension is dependent upon legislative appropriations and in no case may this contract run longer than a six-year period.

3. PRICE ADJUSTMENTS

Contractor and the State agree price adjustments may be made at the time of contract renewal under the following conditions:

Annual price increases may be permitted through a process of negotiation between the Contractor and the State. Any price increases must be based on demonstrated industry-wide or regional increases in the Contractor's costs. Publications such as the Federal Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increase value.

4. NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

5. COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units.

6. SERVICES AND/OR SUPPLIES

Contractor agrees to provide to the State Stream Restoration Designs and Implementations for various projects around the State of Montana. This contract will be utilized primarily by the Department of Fish, Wildlife and Parks (FWP), but other state agencies or public procurement units may utilize this contract in conjunction with stream reclamation, renaturalization, and fish habitat enhancement projects.

(a) All of the firms selected may need to have access to engineering services depending on the nature of the project. The chosen Contractor will be expected to use their own best judgment as to whether engineering services are needed for a given project. However, traditional engineering methodologies are not the emphasis of this RFP. It is a violation of State Statute to practice engineering or land surveying without a license.

(b) **Project Selection**

The State will be responsible for identifying projects, contacting landowners and securing necessary permission/cooperation agreements, selecting a Contractor, writing grant applications and approving project payments.

The State will not initiate projects where it is known that hazardous materials are present. If there is an indication of a potential of hazardous materials, then the State will do testing prior to contacting the Contractor. However, there is always the possibility of unforeseen problems resulting in the stoppage of a project.

The selected Contractor will be required to meet with State personnel at the project site to conduct a site evaluation, discuss project issues and begin the negotiation process on project feasibility, conceptual design and costs for each project.

(c) **Selecting a Contractor**

The State will choose a Contractor from the list of up to four available on this term contract, taking into consideration such things as the Contractor's area of expertise, requirements and location of the project, the Contractor's availability and access to resources necessary to efficiently and effectively complete the project, demonstrated excellent past performance on State projects, identified subcontractors and cost. The State has two options for awarding projects: Option 1 is to select a Contractor from the list who is qualified to conduct the work and directly negotiate a mutually acceptable project; Option 2 is to not use this list and put the project out to competitive bid following standard procurement procedures.

Contractor selection will be discussed among a panel of State personnel prior to initiating contact with a Contractor. When the selected Contractor is initially contacted, they will be told if project funding has been secured. If funding has not been secured the Contractor will be given the option to decline negotiation on the project without jeopardizing selection on future projects. If costs of a particular project are higher than anticipated but reasonable, the State will do what it can to secure the funding required.

The State will supply the chosen Contractor a short description of project background, goals and objectives. The State and chosen Contractor will then cooperatively develop project feasibility, conceptual design and cost. Project costs will be based on the published prices attached to this contract. Planning costs may be reimbursed provided that a mutually acceptable project can be negotiated. The State reserves the right to cease negotiations with the chosen Contractor if agreement cannot be reached on conceptual design and/or costs, and to begin negotiations with another Contractor from the list. The State also reserves the right to cancel the project if funding cannot be secured. The State will keep complete written documentation of the negotiation process in the project file.

Agency project contracts will be utilized to finalize the project. Only written addenda will be used for adjustments of the contracts and must be signed by both parties. All contracts must contain signatures from both parties and agency legal review.

The State will monitor Contractor selection by using the information provided in the annual term contract usage reports (Ref. Section 17).

(d) **Design Expectations**

FWP prefers stream restoration improvement techniques that simulate natural conditions and facilitate natural stream processes. The State is always open to new and innovative approaches that accomplish project goals.

(e) **Contractor Responsibilities**

The selected Contractor for an individual project will be responsible for the supervision and implementation of the designs and will be responsible for oversight of work performed by all subcontractors. In most cases the Contractor will provide and be responsible for all the necessary equipment, materials, supplies and personnel necessary for proper execution of the work. However, the State reserves the right to hire subcontractors (equipment and/or labor) if it will provide a cost savings to the State. The selected Contractor will also be responsible for clean up of the sites and must have the sites inspected by the State immediately prior to completion.

On-Site Requirements:

When a Contractor is contacted by the State to discuss a project, the State and the Contractor will visit the job site to become familiar with conditions relating to the project and the labor requirements. The State and chosen Contractor will then cooperatively develop project feasibility, conceptual design, and cost.

The Contractor shall adequately protect the work, adjacent property, and the public in all phases of the work. They shall be responsible for all damages or injury due to their action or neglect.

The Contractor shall maintain access to all phases of the contract pending inspection by the State, the landowner, or their representative.

All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance.
The Contractor shall respond within seven calendar days after notice of observed defects has been given and shall proceed to immediately remedy these defects. Should the Contractor fail to respond to the notice or not remedy the defects, the State may have the work corrected at the expense of the Contractor.

Clean-Up:

The Contractor shall:

i) keep the premises free from debris and accumulation of waste;
ii) clean up any oil or fuel spills;
iii) keep machinery clean and free of weeds;
iv) remove all construction equipment, tools and excess materials; and
v) perform finishing site preparation to limit the spread of noxious weeds before final payment by the State.

(f) **Work Acceptance**

The Contractor is responsible for project oversight as needed. The State may also periodically provide personnel for administrative oversight from the initiation of the contract through project completion. All work will be inspected by the State or designated liaison prior to approval of any contract payments. All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance. Contractor shall respond within seven calendar days after notice of defects has been given by the State and proceed to immediately remedy all defects.

(g) **Records**

The Contractor will supply the State with photo documentation of methods of habitat restoration progress throughout project implementation. Contractor will maintain records for themselves and all subcontractors of supplies, materials, equipment and labor hours expended.

(h) **Communication**

The Contractor is required to make weekly contact with the State liaison, or other parties designated by the State for communications, to make arrangements for field inspections and project compliance. This communication must be made in person or by telephone conversation with designated liaisons. Voice mail recordings will not be considered communication unless approved by the project contract.

Remoteness of project sites may necessitate that the Contractor have some form of field communication such as a cellular phone. This communication is necessary to enable the State to respond to public concerns related to the project, accidents, inspections, or other project issues that require immediate feedback. Weekly communication will commence when the chosen Contractor initiates project implementation.

(i) **Change Of Staffing**

Since qualifications of personnel were key in determining which offerors were selected to be on this term contract list, a written notification to the State Procurement Bureau of any changes of key personnel must be made within two weeks of the change. These change notifications will be completed upon the departure or hiring of key personnel who are involved in reclamation, renaturalization and fish habitat enhancement projects. If these staffing changes cause the firm to no longer meet the qualifications stated herein, that firm will be removed from this term contract.

Failure to notify the State Procurement Bureau of staffing changes could result in the Contractor being removed from the term contract listing and possible suspension from bidding on other State projects.

7. CONSIDERATION/PAYMENT

(a) In consideration for the stream restoration project services to be provided, the State shall pay according to the negotiated agreement for each project. Hourly rates and miscellaneous charges as provided in the Contractor's response to Request for Proposal SPB-02-28P shall apply.

(b) The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

8. ACCESS AND RETENTION OF RECORDS

(a) The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.)

(b) The Contractor agrees to create and retain records supporting the stream restoration project services for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

9. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

(a) The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.)

(b) The State encourages collaboration between Contractors to increase the scope of services offered. In cases where the chosen Contractor is not able to provide all services needed for the project, the State will expect the chosen Contractor to contact other Contractors on this list to negotiate subcontracts for these services before going elsewhere. Exceptions to this strategy will be evaluated on a case-by-case basis.

(c) All subcontractors to be used in any project must be approved by FWP or the authorized entity initiating the project. Project budgets will be negotiated for each individual project contract. However, all rates, terms and conditions set forth in this term contract will be applied to individual contracts.

(d) The State reserves the right to choose the invoicing method from the following:

- Prime Contractor's billing will include the subcontractors charges and payment will be made to the prime, or
- Prime and subcontractors will bill the State separately and the State will pay each directly.

(e) **Approved Subcontractors**
Equipment Operators

The following Equipment Operator Subcontractors have been approved by the State for this contract:

1. R.E. Miller & Sons
2. Rowe Excavation
3. Stream Works
4. T & L Construction
5. A.M. Welles

Revegetation Specialists

The following Revegetation Specialist Subcontractors have been approved by the State for this contract:

1. Bitterroot Restoration, Inc

10. FAVORABLE PRICES

Contractor agrees that, through the term of the contract and any agreed-upon extension, the State will be entitled to any lower prices made available to any other customer of comparable volume.

11. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

12. INSURANCE

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

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

(b) **Specific Requirements for Commercial General Liability:** The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

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

(c) **Specific Requirements for Automobile Liability:** The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

(d) **Specific Requirements for Professional Liability:** The Contractor shall purchase and maintain Occurrence coverage with combined single limits for each wrongful act of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide claims made coverage with three years of additional tail to commence at the conclusion of the contract at the discretion of the agency and with the prior approval of the State Procurement Bureau.

(e) **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insured shall reduce or eliminate such deductibles or self-insured retention's as respects the State, its officers, officials, employees, or volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

(f) **Certificate of Insurance/Endorsements:** A certificate of insurance, indicating compliance with the required coverages, has been received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc.

13. WORKERS' COMPENSATION/INDEPENDENT CONTRACTOR

Contractors are required to maintain workers' compensation or an independent Contractors exemption covering the Contractor and/or employees while performing work for the State of Montana in accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA. Neither the Contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire contract period. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

14. INTELLECTUAL PROPERTY

(a) All patent and other legal rights in or to inventions arising out of activities funded in whole or in part by this contract must be available to the State for royalty-free and nonexclusive licensing. The Contractor shall notify the State in writing of any invention conceived or reduced to practice in the course of performance of this contract.

(b) The State shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this contract.

15. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

16. MONTANA PREVAILING WAGE REQUIREMENTS

Unless superseded by federal law, Montana law requires that Contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of $25,000 for construction or nonconstruction services--i.e., at least 50% of the work must be performed by bona fide Montana residents in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with section18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department

of Labor and Industry.

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of $25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the Contractors, subcontractors, and employers shall pay during the public works contract.

Furthermore, section 18-2-406, MCA, requires that all Contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

The contract must also contain the provision that each Contractor, subcontractor, and employer maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the Contractor's, subcontractor's, or employer's completion of work on the public works contract.

Montana Prevailing Wage Heavy and Highway Construction, effective June 30, 2001 http://rad.dli.state.mt.us/wage/hh/01hhpwge.pdf, and Montana Prevailing Wage Nonconstruction Services, effective June 30, 2001 http://rad.dli.state.mt.us/wage/ncserv/01pwncsv.pdf, are attached for reference.

17. TERM CONTRACT REPORTING

Term contract holder(s) shall furnish annual reports of term contract usage. Each report shall contain complete information on all public procurement units utilizing this term contract. Minimum information required to be included in usage reports: name of the agency or governmental entity who contacted you regarding a potential project; project title; agency contact person; if the project was not successfully negotiated, state the reason; number and title of contracts received; total dollar amounts for contracts received; the names of your company personnel involved in the project; and project status as of usage report date. The first report for this term contract will be due July 12, 2002.

Reported volumes and dollar totals may be checked by the State Procurement Bureau against State records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

18. CONTRACT TERMINATION

(a) The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

(b) The State, at its sole discretion, may terminate or reduce the scope of this contract if available

funding is reduced for any reason. (See Mont. Code Ann. § 18-4-313(3).)

19. LIAISON AND SERVICE OF NOTICES

Written notices or complaints will first be directed to the liaison.

Contractor Liaison:
Bruce Anderson
Land & Water Consulting, Inc
P.O. Box 8254
Missoula MT 59807
Phone No.: 406-721-0354
Fax No.: 406-721-0355
bruce.anderson@landandwater.net

State Procurement Bureau Liaison:
Penny Moon, Contracts Officer
State Procurement Bureau
Room 165, Mitchell Building
125 North Roberts Street
PO Box 200135
Helena MT 59620-0135
Phone No.: (406) 444-3313
Fax No.: (406) 444-2529
pmoon@state.mt.us

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

20. MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

21. DIFFERING SITE CONDITIONS

If, during the term of this contract, circumstances or conditions are materially different than set out in the specifications, the Contractor may be entitled to an equitable adjustment in the contract price. The Contractor shall immediately cease work and notify, in writing, the State of any such conditions necessitating an adjustment as soon as they are suspected and prior to the changed conditions affecting the performance of this contract. Any adjustment shall be agreed upon in writing by both parties to the contract.

22. FORCE MAJEUR

Contractor's performance is excused to the extent non-performance is caused by acts of God or other similar unforeseeable circumstances not caused by Contractor.

23. REUSE OF DOCUMENTS

The State agrees that it will not apply the Contractor's designs to any other project.

24. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

25. SCOPE, AMENDMENT AND INTERPRETATION

(a) This contract consists of 25 numbered pages, any Attachments as required, RFP #SPB02-28P as amended and the Contractor's response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

(b) These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

COST PROPOSAL

Land & Water Fee Schedule

Land & Water's hourly fee schedule for the QVL project is found in the table below. Land & Water project managers endeavor to assign the optimal project staff and appropriate personnel to various phases of a project with the goal of minimizing overall project cost. This allows us to provide quality services at competitive rates, and provides us significant flexibility in developing budgets.

Restoration project have tasks that typically involve a combination of technician and professional time; we anticipate that average-billing rates for restoration projects will range from $50 to $68 per hour depending on staff expertise required. Rates for meeting attendance and travel will be billed at 50% of our standard rate. We are willing to work with MFWP to accommodate project needs and budgets on a project-by-project basis. We have shown a demonstrated commitment to developing project opportunities through scoping; grant development, and completing public-sector stream restoration projects.

A Land & Water company fee schedule is also included which details our standard rates and reimbursable expense rates. We propose to pass on reimbursable expenses at cost without markup for the QVL contract, unless negotiated otherwise on a project specific basis. Projects that might reasonably merit consideration for a negotiated markup on expenses are those where Land & Water or a subcontractor incurs a large debt for materials, but must wait for an extended period to be reimbursed. This markup would represent only the interest expense incurred for potential loan financing, and is not intended to be a "profit center" for the project. Miscellaneous minor expenses such as copies, phone, etc are tracked by project number in our accounting system, and will be billed as per the standard LWC fee schedule.

LAND & WATER PRICE SHEET

CONTRACTOR: Land & Water Consulting, Inc.		
Personnel	NAMES	RATE ($/HOUR)
Principal	Bruce Anderson, Paul Callahan	87.00
Senior hydrologist/project manager	Bruce Anderson, Paul Callahan, Gary Ingman	87.00
Project engineer/hydrologist	Dan March, Roger Noble	87.00
Project manager	Marjorie Wolfe	74.00
Licensed engineer (P.E.)	Dan March, Ross Miller	87.00
Licensed surveyor	Roger Austin	87.00
Surveyor	Judy Rosenbaum	63.00
Survey crew – GPS (sub centimeter grade)	Roger Austin	120.00
Survey crew – Total station	Roger Austin	95.00
Sr. Water Rights Specialist	John Westenberg	87.00
Water Rights Specialist	Karl Uhlig	66.00
Environmental Scientist - Senior	Charlie Vandam	87.00
Environmental Scientist – Geologist	Nancy Winslow	66.00
Environmental Geologist	Andrika Kuhle	60.00
Hydrogeologist	Gary Andres, Carlo Arendt	60.00
Technical draft person (CAD)	Mitch Price	63.00
Technical draft person (GIS)	Michelle Arthur, Joe Grigsby	63.00
GIS Technician	Brandi Noecker	43.00
Vegetation specialist/wetland ecologist – Sr.	Barry Dutton	87.00
Vegetation specialist/wetland ecologist	Jeff Berglund, Mark Traxler	74.00
Technicians Construction	Brian Parker	48.00
Hydrology	Brian Parker	48.00
Environmental	Tyler Etzel, Stephanie Mulica	48.00
Vegetation	Greg Howard	48.00
Watershed specialist	John DeArment, Troy Monroe	60.00
Laborer Construction	Curtis Johnson	43.00
Hydrology	Martin Oakland	43.00
Environmental	John Babcock	43.00
Vegetation	Andrea Pipp	43.00
Senior Clerical, Clerical	N/A	
Attendance at meetings	N/A	(50 % of personnel rate)

Equipment	**COST/HOUR WITHOUT PREVAILING WAGE RATES**	**COST/HOUR WITH PREVAILING WAGE RATES**
Four wheel ATV	40.00	40.00
Boat (2-3 person non-powered)	20.00	20.00
Boat (powered)	At cost	At cost
Travel	STATE RATE	
Mileage (standard auto)	0.345	(cost/mile)
Mileage (heavy duty)		0.65(cost/mile)
Lodging	Reasonable costs	At cost, no markup
Meals	23.00/day	At cost (cost/day)
Hourly rate during travel	N/A	(50 % of personnel rate)

LAND & WATER FEE SCHEDULE
2001

ITEM	RATE		ITEM	RATE
Personnel			**Equipment**	
Principal of Firm	$98.00/hr		CPU Time	$20.00/hr
Senior Project Manager	$87.00/hr		Modeling / Specialized Software	$20.00/hr
Project Manager	$83.00/hr		Photoionization Detector	$50.00/day
Sr. Engineer / Scientist	$79.00/hr		Landfill-gas Meter	$50.00/day
Project Engineer / Scientist	$74.00/hr		LEL / O2 Meter	$30.00/day
Staff Scientist / Engineer	$66.00/hr		Oil / Water Interface Probe	$44.00/day
Engineer, EIT	$60.00/hr		pH, Temp., Cond. DO Meter	$40.00/day
Sr. Environmental Technician	$54.00/hr		Turbidimeter	$30.00/day
Technician II	$48.00/hr		Groundwater Sampling Trailer	$200.00/day
Technician I	$43.00/hr		(Grundfos Pump, Generator & Decon. Equip).	
Technical Drafting with AutoCAD system	$63.00/hr		Portable Generator & Grundfos Controller	$150.00/day
3-Person Survey Crew (w/ Total Station)	$115.00/hr		Portable Generator	$50.00/day
2-Person Survey Crew (w/ Total Station)	$95.00/hr		Hach Test Kit	$30.00/day
3-Person Survey Crew (w/PLS w/Total Station)	$130.00/hr		Petro Flag Samples	$22.00/samp.
2-Person Survey Crew (w/PLS w/Total Station)	$110.00/hr		12v Sample Pumps	$30.00/day
GIS Specialist	$63.00/hr		Water / Soil Sampling Decontamination	$10.00/sampl
Sr. Clerical	$48.00/hr		Groundwater Bailers	$8.00/each
Clerical	$37.00/hr		Vinyl Tubing	$1.30/foot
Expert Witness (8 hr minimum)	$127.00/hr		Filters	$20.00/each
			Electric Water Level Tape	$30.00/day

Travel			Transducer Water Level Data Logger	$125.00/day
Truck (mileage less than 75 miles/day)	$50.00/day			$300.00/wk
Truck (mileage more than 75 miles/day)	$.65/mile			$750.00/mo
Per Diem	$29.00/day		Flow Meter (Open Channel Meter)	$50.00/day
Lodging	At cost		Cut Throat Flume	$30.00/day
Communications			10 HP Water Pump (425 gpm capacity)	$150.00/day
Copies (in-house black & white)	$0.10/page		Pitot Tube Closed Channel Flow Meter	$30.00/day
Copies (in-house color 8.5” x 11”)	$1.50/page		Air Pump (low volume)	$30.00/day
Copies (in-house color 11” x 17”)	$2.50/page		Peristaltic Pump	$30.00/day
Long Distance Faxes	$1.50/page		Whale Purge Pump	$30.00/day
Microfiche Prints	$0.50/page		Level C Protective Clothing	$130.00/day
CD Data Copy	$10.00/CD		Total Station Survey Equipment	$100.00/day
			Level Line Survey Equipment	$30.00/day
Plotting (draft/final plots *)			Trimble Geoexplorer III GPS Unit	$60.00/day
Size **Linework**	**Rastor**		Leica SR530 Survey Grade GPS	$500.00/day
A - 8.5”x11” $2.00	$3.00		Laser Level	$40.00/day
B - 11”x17” $5.00	$7.00		Magnetic Locator	$30.00/day
C - 17”x24” $8.00	$10.00		Raft	$50.00/day
D - 24”x36” $10.00	$15.00		ATV	$100.00/day
E - 36”x48” $15.00	$20.00			
F - Oversize $15.00+	$25.00+		Misc. Expenses & Consumable Supplies	Cost+15%
**** Working plots @ half cost.***				

IN-HOUSE STAFF

AutoCAD Technician, Biologists, Construction Engineering Technician, Engineers (registered-MT & ID), Environmental Engineers,

Environmental Planner, Environmental Scientists, Geologists, Geotechnical Engineer, GIS Specialists, GPS Technician,

Hydrogeologists, Hydrologists, Soil Scientist (Certified-ARCPACS), Statisticians, Survey Crews,

Surveyor (PLS – MT, WA, CA), Water Resource Engineer, Water Rights Specialists, Wetland Specialists

4.2 Subcontractor Fee Schedules

Land & Water has provided fee schedules for 5 construction contractors and 1 revegetation subcontractor that are well qualified to perform stream restoration work. Land & Water matches subcontractor construction capabilities, availability, and costs on our design-build projects to provide cost-effective and well-executed projects.

EQUIPMENT OPERATIONS SUBCONTRACTORS

EQUIPMENT SUBCONTRACTOR: A.M. Welles, Inc.		
PERSONNEL	NAMES	RATE ($/HOUR)
Principal	Tim Hokanson	75.00
Project Manager	Bill Mackin	65.00
Technicians-construction	Josh McKenzie	40.00
Reclamation – other	Susan Hellier	50.00
Superintendent/Operator	Fred Wittmer	40.00
Laborer – construction	Alan Lince	30.00
Staker/Operator	Ed Roseboom	30.00
Attendance at meetings	N/A	(% of personnel rate)
Equipment	**COST/HOUR WITHOUT PREVAILING WAGE RATES**	**COST/HOUR WITH PREVAILING WAGE RATES**
Excavator with thumb (Komatsu 150 or CAT 315 class)	85.00	90.00
Excavator with thumb (Komatsu 200 or CAT 320 class)	90.00	95.00
Excavator mobilization	65.00/hr	(flat rate)
Articulated loader (Komatsu 320 or CAT 938 class) (minimum 3 cubic yard bucket)	65.00	70.00
Articulated loader mobilization	65.00/hr	(flat rate)
Scraper (John Deere 860/CAT 613 class) (11-13 yard self-loading)	110.00	115.00
Scraper mobilization	70.00/hr	(flat rate)
Dozer (CAT D7F class)	85.00	90.00
Dozer mobilization	70.00/hr	(flat rate)
Dump truck (highway class with minimum 10 yard box)	55.00	60.00
Dump truck mobilization	55.00/hr	(flat rate)
Dump truck (6X6 off road)	90.00	95.00
Dump truck mobilization	65.00/hr	(flat rate)
Bobcat (small loader) (minimum 1 cubic yard bucket)	45.00	50.00

Bobcat mobilization	55.00/hr	(flat rate)
Tree spade (min 42” spade width)	75.00	80.00
Tree spade mobilization	65.00/hr	(flat rate)
Four wheel ATV	35.00	40.00
Snowmobile	35.00	40.00
Boat (2-3 person non-powered)	20.00	25.00
Boat (powered)	40.00	40.00
Additional Equipment	**COST/HOUR WITHOUT PREVAILING WAGE RATES**	**COST/HOUR WITH PREVAILING WAGE RATES**
Water truck (4000 gal capacity)	60.00	65.00
Water truck mobilization	65.00/hr	(flat rate)
Roller (IR 150)	65.00	70.00
Roller mobilization	65.00/hr	(flat rate)
Grader (CAT 14G class)	95.00	100.00
Grader mobilization	65.00/hr	(flat rate)
Rock Drill (LM 500 class)	145.00	150.00
Rock drill mobilization	70.00/hr	(flat rate)
Compressor (IR 900)	60.00	65.00
Compressor mobilization	65.00/hr	(flat rate)
Electric generators (40 kw to 900 kw)	40 kw 40.00 900 kw 95.00	45.00 100.00
Generator mobilization	65.00/hr	(flat rate)
Pumps (2” to 16”)	2” 10.00 16” 65.00	15.00 70.00
Sand bags	Small .50 Large 4.00	
Travel	STATE RATE	**A.M. WELLES**
Mileage (standard auto)	0.345	0.35 (cost/mile)
Mileage (heavy duty)		0.65 (cost/mile)
Lodging	Reasonable Rate	50.00 (cost/day)
Meals	23.00/day	25.00 (cost/day)
Hourly rate during travel	N/A	60 (% of personnel rate)

EQUIPMENT SUBCONTRACTOR: RE Miller and Sons		
Personnel	**NAMES**	**RATE ($/HOUR)**
Principal	Tom Miller	50.00
Project Manager	Chris Mehring	50.00
Technicians		
Laborer(s)	Staff	30.00
EQUIPMENT	**COST/HR WITHOUT PREVAILING WAGE RATES**	**COST/HR WITH PREVAILING WAGE RATES**
Excavator with thumb Komatsu 150 or CAT 315 class	90.00	100.00
Excavator with thumb Komatsu 200 or CAT 320 class	100.00	110.00
Excavator mobilization	120.00/60 miles or 70.00 flat rate	
Articulated loader	70.00	80.00
Articulated loader mobilization	120.00/60 miles or 70.00 flat rate	
Scraper	110.00	120.00
Scraper mobilization	120.00/60 miles or 70.00 flat rate	
Dozer	90.00	100.00
Dozer mobilization	120.00/60 miles or 70.00 flat rate	
Dump truck (hwy class)	50.00	60.00
Dump truck mobilization	120.00/60 miles or 70.00 flat rate	
Dump truck 6x6	95.00	105.00
Dump truck mobilization	75.00/60 miles or 50.00 flat rate	
Bobcat	50.00	60.00
Bobcat mobilization	75.00/60 miles or 50.00 flat rate	
Tree spade	85.00	90.00
Tree spade mobilization	120.00/60 miles or 70.00 flat rate	
Four Wheel ATV	40.00	45.00
TRAVEL	**State Rate**	
Mileage (standard auto)	0.345/mile	0.345
Mileage (heavy duty)		0.45
Lodging	Reasonable rate/day	At cost
Meals	23.00/day	At cost
Hourly rate during travel	N/A	50% standard rate

EQUIPMENT SUBCONTRACTOR: Rowe Excavation, Inc.		
Personnel	**NAMES**	**RATE ($/HOUR)**
Principal	Kelly Rowe	No Charge for site visit, meetings
Project Manager		
Technicians		
Other (specify)		
Laborer(s)		
EQUIPMENT	**COST/HR WITHOUT PREVAILING WAGE RATES**	**COST/HR WITH PREVAILING WAGE RATES**
1.25 cy Excavator	100.00	105.00
2 cy Excavator	115.00	120.00
2.5 cy Excavator	135.00	140.00
18 cy 6x6 Artic Truck	100.00	105.00
Track Truck	150.00	155.00
D6M Dozer Six Way	90.00	95.00
D5H LGP Six Way	90.00	95.00
48” Tree Spade	120.00	125.00
4 cy Loader	90.00	95.00
12 cy Dump truck	60.00	65.00
28 cy Belly dump	70.00	75.00
Transport truck	70.00	75.00
12" Crisafulli pump	30.00	same
12" Crisafulli pump	25.00 (if run 24 hr/day	same
66" vibratory roller	75.00	80.00
Labor	30.00	40.00
Travel	30.00	40.00
** All other equipment prices should be discussed before pricing and all equipment prices are based on 40 hours per week any more or less should be agreed upon before the hours occur and all material purchased by Rowe Excavation Inc. will be marked up 15% for handling		

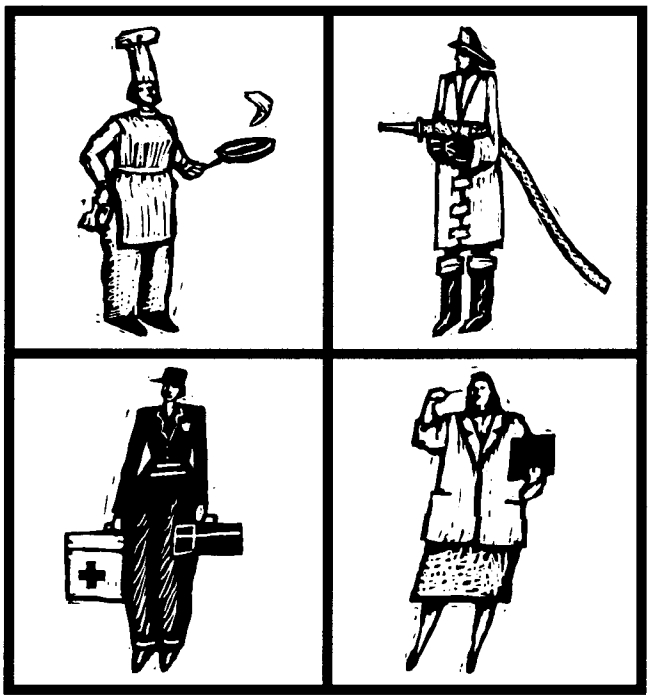
EQUIPMENT SUBCONTRACTOR: Stream Works, Inc.		
Personnel	**NAMES**	**RATE ($/HOUR)**
Principal	Richard Thumma	65.00
Project Manager	Richard Thumma	65.00
Laborer(s)	Lenny Creech	35.00 (prevailing wage not included)
	Robert Wood	35.00 (prevailing wage not included)
EQUIPMENT	**COST/HR WITHOUT PREVAILING WAGE RATES**	**COST/HR WITH PREVAILING WAGE RATES**
Excavator with thumb Komatsu 150 or CAT 315 class	95.00	115.00
Excavator with thumb Komatsu 200 or CAT 320 class	100.00	120.00
Excavator mobilization	70.00 flat rate	
Articulated loader	80.00	100.00
Articulated loader mobilization	70.00 flat rate	
Dozer	133.00	150.00
Dozer mobilization	70.00 flat rate	
Dump truck (hwy class)	60.00	80.00
Dump truck mobilization	50.00 flat rate	
Dump truck 6x6	134.00	151.00
Dump truck mobilization	70.00 flat rate	
Bobcat	70.00	90.00
Bobcat mobilization	50.00 flat rate	
Four wheel ATV	30.00	
Alltrack dump truck 5 yd	80.00	95.00
Grader	70.00	91.00
Water truck 2000 gal	50.00	75.00
Truck (F350) and trailer (24 ft)	50.00	72.00
TRAVEL	**STATE RATE**	**STREAM WORKS**
Mileage (standard auto)	0.345/mile	0.345/mile
Mileage (heavy duty)		0.46/mile
Lodging	Reasonable rate/day	50.00
Meals	23.00/day	23.00
Hourly rate during travel	N/A	50%

EQUIPMENT SUBCONTRACTOR: T & L Construction		
Personnel	**NAMES**	**RATE ($/HOUR)**
Principal	Gordon LaFaver	(Equipment rates include hourly rate for owner and employees.)
Project Manager		
Technicians		
Laborer(s)		
EQUIPMENT	**COST/HR WITHOUT PREVAILING WAGE RATES**	**COST/HR WITH PREVAILING WAGE RATES**
Excavator with thumb Komatsu 150 or CAT 315 class	75.00	90.00
Excavator with thumb Komatsu 200 or CAT 320 class	85.00	100.00
Excavator mobilization	70.00	(flat rate)
Articulated loader	70.00	85.00
Articulated loader mobilization	70.00	(flat rate)
Dump truck (hwy class)	65.00	80.00
Dump truck mobilization	50.00	(flat rate)
Bobcat	50.00	65.00
Bobcat mobilization	35.00	(flat rate)
TRAVEL	**STATE RATE**	
Mileage (standard auto)	0.345/mile	0.345
Mileage (heavy duty)		0.345
Lodging	Reasonable rate/day	At cost
Meals	23.00/day	At cost
Hourly rate during travel	N/A	No charge

REVEGETATION SPECIALIST SUBCONTRACTOR

VEGETATION SUBCONTRACTOR: Bitterroot Restoration, Inc.		
PERSONNEL	**NAMES**	**RATE ($/HR)**
Principal	Patrick Burke	160.00
Senior Hydrologist	Larry Fishbain	80.00
Project Manager	Gant Massey	80.00
Licensed Landscape Architect	Dave McAdoo	65.00
Riparian Ecologist/Vegetation Specialist - upland	Paul Hansen	80.00
Wetland Specialist	Tom Parker	80.00
Wetland Ecologist/Vegetation Specialist - riparian	Bill Thompson	65.00
Technicians – Vegetation	Carl Rosier	45.00
Restoration Services Project Supervisor	Nate Lengacher	45.00
Director of Restoration Services	Sherry Myers	65.00
Laborer – construction	Various Crew Members	27.66 (BRI); 46.68 (prevailing wage)
Laborer – environmental	Various Crew Members	26.49(BRI); 46.68 (prevailing wage)
Laborer – vegetation	Various Crew Members	26.49 (BRI); 46.68 (prevailing wage)
Senior Clerical	Various	31.00
Clerical	Various	25.00
EQUIPMENT	**COST/HR WITHOUT PREVAILING WAGE RATES**	**COST/HR WITH PREVAILING WAGE RATES**
Four Wheel ATV	50.00/day	50.00/day
Four Wheel ATV-labor	32.82/hr	N/A
Bobcat	178.00/day	178.00/day
Bobcat - labor	32.82/hr	52.35/hr
TRAVEL	**STATE RATE**	**BRI rate**
Mileage (standard auto)	0.345	0.345 (cost/mile)
Mileage (heavy duty)		0.50 (cost/mile)
Lodging	Reasonable Costs	$ 40 - $ 65/night
Meals	$23.00/day	
Hourly rate during travel	N/A	50% of personnel rate
NOTE: Cost/hour with prevailing wage rates may vary depending on the county where work is performed.		

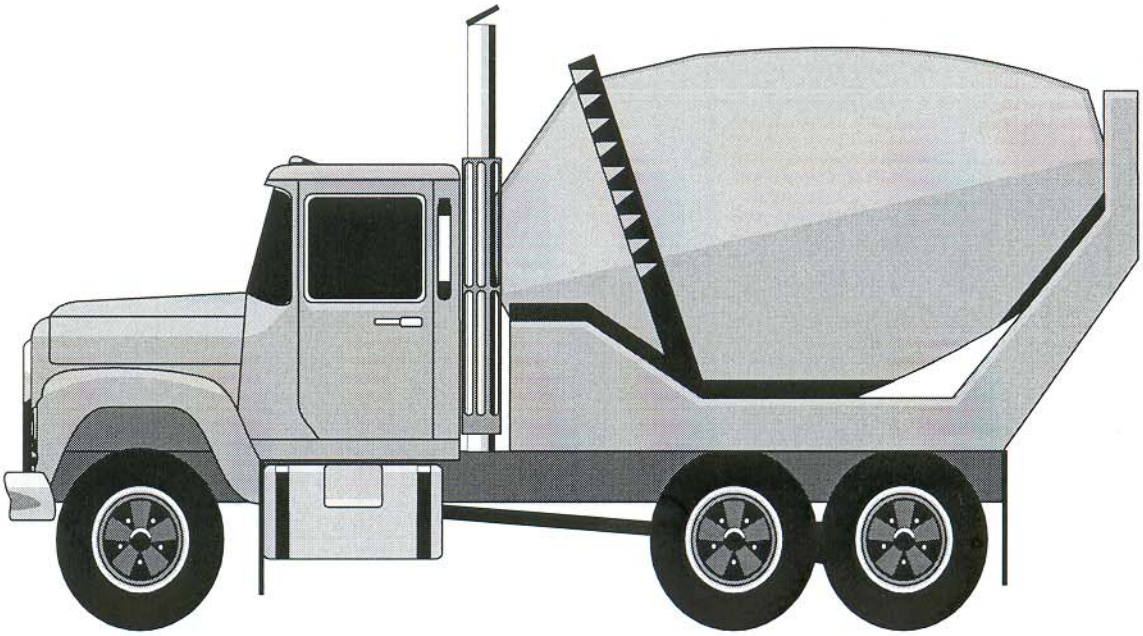
Montana Prevailing Wage Nonconstruction Services



Rates Effective June 30, 2001

Published by the Research and Analysis Bureau
Job Service Division
Montana Department of Labor and Industry

Montana Prevailing Wage Heavy and Highway Construction



Rates Effective June 30, 2001

Published by the Research and Analysis Bureau
Job Service Division
Montana Department of Labor and Industry

Montana Fish, Wildlife & Parks

MEMORANDUM

TO: Fisheries Managers and Fisheries Biologist

FROM: Mary House, Purchasing Officer

DATE: December 16, 2002

SUBJECT: FWP Stream Restoration Projects – SPB02-28P

In 1998 State Procurement Bureau (SPB) processed a Request for Proposal (RFP) with the purpose of developing a Qualified Vendors List (QVL) for FWP stream restoration projects, which then became term contract TC 450-R. The objective of the QVL was to reduce time needed for the procurement process by eliminating the need to review qualifications of several consultants, thereby streamlining the RFP process. However, the QVL wasn't as effective as we had hoped it would be.

At the conclusion of TC 450-R, FWP and SPB decided to simplify the project contracting process in the new term contract (TC). The new TC allows FWP personnel to choose a vendor from the list to conduct a site evaluation, discuss the project issues and begin the negotiation process on project feasibility, conceptual design and cost. If a project can be agreed upon, FWP can simply enter into an agency project contract with the vendor. If agreement cannot be reached between FWP and the selected vendor, FWP can select another vendor and begin the negotiation process again.

The new Stream Restoration Term Contract, (# SPB-02-28P), has four prime contractors available for stream restoration projects. They are:

- Confluence Consulting – Bozeman Montana
- Inter-Fluve Inc – Bozeman Montana
- Land & Water Consulting Inc – Missoula Montana
- Water Consulting Inc – Hamilton Montana

Please refer to this website:
http://www.discoveringmontana.com/doa/gsd/css/Resources/TermContracts.asp for a complete copy of the Stream Restoration Term Contract. This is a non-exclusive contract, which means that you do not have to use it or follow the process described above. However, if your project is over $5,000, then standard competitive procurement procedures must be followed.

Please refer to the attached question and answers for guidelines for utilizing the term contract.

Please e-mail me if you should have any concerns or questions. All questions will be reviewed and answered either by e-mail or by setting up a phone conference if necessary.

Thank you.

C: Donna Aldrich
Glenn Phillips
Mark Lere
Penny Moon, SPB

QUESTIONS & ANSWERS STREAM RESTORATION TERM CONTRACT #SPB-02-28P	
1. What is the term contract for stream restoration?	It is a list of four (4) contractors and their subcontractors who have entered into contracts with the State to provide stream restoration services.
2. Why do we have the term contract?	To provide an efficient tool for developing and completing stream restoration projects by providing a method that allows FWP to work directly with a chosen contractor from the beginning of a project through it's completion, and still satisfies the competitive process required by law, thereby saving time and money for both FWP and the contractor.
3. Who is going to use the term contract?	FWP and other interested agencies or public procurement units.
4. How do I know if I should use the term contract?	FWP developed it to use for all stream restoration projects over $5,000.
5. What if the project has several portions or phases and is being paid by several sources?	The full project must be considered. If the project is over $5,000 follow the process by utilizing the term contract or if you decide not to utilize the term contract a new RFP must be processed by competitive bid following standard procurement process. The term contract allows you to use multiple contractors for a single project if that would be more efficient or better serve the individual portions or phases, as long as an agreement can be reached between all parties.
6. What type of work does the term contract apply to?	All stream restoration work, including design, construction or both.
7. What is the difference between construction laws and purchasing laws?	The laws for how something is procured are different for construction and purchasing. That is why it is important to determine if something is considered "construction" or just "purchasing". Please contact FWP Purchasing Officer for D&C Construction Matrix table**.**
8. What stream work is considered "construction"?	Projects such as dams, bridges, head gates, fish screens, fish ladders, etc. utilizing man-made materials are considered construction and must to be processed through the FWP Design and Construction (D&C) Bureau (841-4000). Notify D&C of upcoming construction projects so they can properly be scheduled for time restrictions.
9. What stream work is considered "purchasing"?	All stream work to repair and restore stream channel or banks utilizing primarily natural materials.
10. What about a fish ladder?	The installation of pre-fabricated fish ladder should go through D&C Bureau.
11. What about a small bridge on the landowner's property?	It depends on the intended use of the bridge. The intended use of the bridge should be very clear and documented in your file. The more control FWP has over the project, the more liable we become. If the intended use is minor, such as stock crossing, it would not be considered construction. If the intended use is any more than that, it is considered construction.

QUESTIONS & ANSWERS STREAM RESTORATION TERM CONTRACT #SPB-02-28P	
12. Can I get plans for small bridges?	Yes, D&C Bureau has plans for small bridges. Send them your bridge dimensions (length, width and load) and a soil sample. D&C will need at least two months to review and investigate each request.
13. What about fencing, culverts, and other bridges?	Any project over $5,000 needs to processed through D&C Bureau.
14. What if the fencing is on private property?	If it is on private property, you do not need to go through D&C Bureau. If they are using State funds they have to go through construction contracting procedures or do an MOU or MOA with the landowner for reimbursement. If it is on state property, you must go through D&C Bureau.
15.Can FWP donate materials to a project?	Yes, but we are then liable for the materials portion of the project.
16. When do we need a P.E. review and sign off?	Whenever a project involves public health and/or safety issues.
17. What about poor performance on a project? What if the vendor did not do a good job?	Document project performance (good and poor) through site visits, photos and record keeping, and keep it in the project file. A contractor performance report must be submitted when the project is completed. The form will be required on all projects. The term contract states, *"All work will be inspected by FWP… prior to approval of any contract payments. All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance. Contractor shall respond within seven (7) calendar days after notice of defects has been given by FWP and proceed to immediately remedy all defects."* **Direct all contractor performance reports to FWP Purchasing Officer.**
18. Can a private landowner use the term contract?	The term contract is available to other public procurement units to use (Ref. Mont. Code Ann. § 18-4-401). The contractors are not obligated to honor the terms of the term contract with private landowners, nor are the private landowners obligated to follow the State procurement process**.**

QUESTIONS & ANSWERS STREAM RESTORATION TERM CONTRACT #SPB-02-28P	
19. How do I use the term contract for a stream restoration project?	Select one of the contractors from the list taking into consideration such things as the contractor's area of expertise, requirements and location of the project, the contractor's availability and access to resources necessary to efficiently and effectively complete the project, demonstrated excellent past performance on State projects, identified subcontractors and cost. FWP has two options for awarding projects: ***Option 1*** is to select a contractor from the list who is qualified to conduct the work and directly negotiate a mutually acceptable project. Contractor selection will be discussed among a panel of State personnel (Glenn Phillips, Mark Lere and Mary House (FWP Purchasing Officer) and requestor) prior to initiating contact with a contractor. When the selected contractor is initially contacted, they will be told if project funding has been secured. If funding has not been secured the contractor will be given the option to decline negotiation on the project without jeopardizing selection on future projects. FWP has been successful at applying for and obtaining funds to complete projects. *Refer to term contract for further requirements.* **Option 2** is to not use this list and put the project out for competitive bid following standard procurement procedures.
20. How do I proceed to establish a contract with a contractor?	Submit a field requisition with appropriate signatures and coding to FWP Purchasing Officer. FWP Purchasing Officer will e-mail contract to requestor to be completed and the requestor must e-mailed draft contract to FWP Purchasing Officer to review ensuring the correct prevailing wage rates are included. FWP Purchasing Officer will submit draft contract to FWP Legal Department for review and approval. Then submit to the Director's office for signature. Then the contract will be sent to the contractor to sign. FWP Legal Department must be the first to sign and the contractor the last. DO NOT BEGIN ANY SERVICE until the contract has been approved, all signatures affixed, and proofs of insurance, certifications, and licenses are received.
QUESTIONS & ANSWERS	

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21. When can I begin using the term contract?	Use the term contract now for all your stream restoration projects.
22. What is the time period of the term contract?	**February 1, 2002 through December 31, 2003.**
23. Can subcontractors be utilized without a prime contractor?	No, the State does not have contractual relationships with the subcontractors. If one of the approved prime contractors isn't utilized then the project must be put out for competitive bid following procurement procedures if the project is over $5,000.
24. What is the dollar limit on in house design of restoration projects?	$25,000.00 is the maximum dollar limit for in house design projects.

CONTRACTOR PERFORMANCE REPORT
STREAM RESTORATION PROJECT
T.C. # SPB-02-28P

Date:	Contract Number:
Project Name:	Contractor:
Attach copies of any other pertinent documents. Return to this form and all attachments to: **FWP Purchasing Officer**	Project Completion Date: _____/_____/_____

Score the questions using a scale of 1 to 5. A score of 5 would indicate a very positive response, and a score of 1 would indicate a very negative response. Assessor must include a narrative rational for each ranking.

Assessment Area	Performance Rating (1-5)	Comments/Rational For Rating
Plans and specifications adequate and complete:		
Management and oversight adequate to ensure that subcontractors complete the project as planned:		
Frequent and effective communication between the consultant and the FWP point of contact throughout the planning and construction phases:		
Project cost reasonable and within budget:		
Project completed on time and as planned:		
Project meets restoration objectives?		
This assessment was completed by:	Phone #	Signature & Date:

A Contractor Performance Report must be submitted when the project is completed. Please submit the completed form to: FWP Purchasing Officer.