



**Stevensville Town Council Meeting
Agenda for
THURSDAY, DECEMBER 12, 2024
6:30 PM
206 Buck Street, Town Hall**

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Public Comments (Public comment from citizens on items that are not on the agenda)
4. Approval of Minutes
 - a. Town Council Meeting Minutes 11/14/2024
 - b. Special Town Council Meeting Minutes (closed session) 11/19/2024
5. Approval of Bi-Weekly Claims
 - a. #19339, approved at the 11/14/24 meeting for \$66.30 should have been \$66.33
 - b. Out of Cycle Claims for November, #19366-#19387
 - c. Claims #19384-#19414
6. Administrative Reports
 - a. Airport
 - b. Building Department
 - c. Finance
 - d. Fire Department
 - e. Police Department
 - f. Public Works
9. Public Hearings
 - a. 2nd Reading: Proposed Additions to Ordinance No. 135 an Ordinance of the Town of Stevensville Traffic Code, Section 10.06.100 (3)
10. New Business
 - a. Discussion/Decision: Additions to Ordinance No. 135 an Ordinance of the Town of Stevensville Traffic Code Section 10.06.100 (3)
 - b. Discussion/Decision: Resolution No. 559 a Resolution of the Town Council of the Town of Stevensville, Montana, Providing for the Revisions of the Budget for the Fiscal Year 2024-2025
 - c. Discussion/Decision: Resolution No. 560 a Resolution Establishing a Temporary Contract for Public Works Services for the Town of Stevensville
 - d. Discussion/Decision: Department of Commerce, Community Technical Assistance Program Funding for the Town of Stevensville Growth Policy Update
 - e. Discussion/Decision: Master Agreement for Professional Airport Engineering Services Between the Town of Stevensville and Morrison-Maierle, Inc
 - f. Discussion/Decision: Approval of Track Out Of Service Agreement between the Town of Stevensville and Montana Rail Link Regarding RR Crossing at East 2nd Street
 - g. Discussion/Decision: Set a C.O.W. Meeting to Discuss Council Rules and Procedures
11. Board Reports
12. Town Council Comments
13. Executive Report
14. Adjournment

Welcome to Stevensville Town Council Chambers

We consider it a privilege to present, and listen to, diverse views.

It is essential that we treat each other with respect.

We expect that participants will:

- ✓ Engage in active listening
- ✓ Make concise statements
- ✓ Observe any applicable time limit

We further expect that participants will refrain from disrespectful displays:

- ✗ Profanity
- ✗ Personal Attacks
- ✗ Signs
- ✗ Heckling and applause

Guidelines for Public Comment

Public Comment ensures an opportunity for citizens to meaningfully participate in the decisions of its elected officials. It is one of several ways your voice is heard by your local government. During public comment we ask that all participants respect the right of others to make their comment uninterrupted. The council's goal is to receive as much comment as time reasonably allows. All public comment should be directed to the chair (Mayor or designee). Comment made to the audience or individual council members may be ruled out of order. Public comment must remain on topic, and free from abusive language or unsupported allegations.

During any council meeting you have two opportunities to comment:

1. During the public comment period near the beginning of a meeting.
2. Before any decision-making vote of the council on an agenda item.

Comment made outside of these times may not be allowed.

Citizens wishing to speak during any public comment period should come forward to the podium and state their name and address for the record. Comment may be time limited, as determined by the chair, to allow as many people as possible to comment. Comment prior to a decision-making vote must remain on the motion before the council.

Thank you for observing these guidelines.

File Attachments for Item:

- a. Town Council Meeting Minutes 11/14/2024

Stevensville Town Council Meeting Minutes

for THURSDAY, NOVEMBER 14, 2024, 6:30 PM 206 Buck Street, Town Hall

CONDENSED MINUTES

1. Call to Order and Roll Call

Mayor Michalson called the meeting to order. Councilmembers Barker, Brown, Nelson and Smith were all present.

2. Pledge of Allegiance

3. Public Comments (Public comment from citizens on items that are not on the agenda)

Peter: I want to talk about the Ahava parking situation. I am fully aware, have spent a lot of time at Ahava, it is not easy for the traffic, and I would hate to see the parking go away. I think that it would be hard on her business. She has done a good job there and has hired some good people.

Jim Crews: provided public comment with the town clerk, the town clerk read the public comment into record and will be included with these minutes.

4. Approval of Minutes

a. Town Council Meeting Minutes 10/24/2024

Mayor Michalson: introduced approval of town council meeting minutes 10/24/2024.

Councilmember Barker: I make a motion to approve town council meeting minutes 10/24/2024.

Councilmember Nelson: 2nd.

Mayor Michalson: motion and a 2nd. Discussion on the minutes? Public comments on the minutes? Seeing none, Jenelle take the vote.

Councilmember Barker: aye.

Councilmember Brown: abstain.

Councilmember Nelson: aye.

Councilmember Smith: aye.

Mayor Michalson: passes 3-0 with one abstain.

5. Approval of Bi-Weekly Claims

a. Claims #19314-#19365

Mayor Michalson: introduced approval of bi-weekly claims #19314-#19365.

Councilmember Smith: I move that we approve claims #19314-#19365.

Councilmember Barker: 2nd.

Mayor Michalson: motion and a 2nd. Council discussion?

Councilmember Brown: #19328, Berta Farms, where are we at for getting any closer to getting some of our bills off and collected on the tax bill.

Mayor Michalson: Greg has just sent a written letter to the judge about getting paid.

Councilmember Brown: #19341, George May property tax 2024.

Gina Crowe, Finance Officer: it is a tax bill that we have been paying on for years.

Councilmember Brown: is this under the claim the GEO code?

Gina Crowe: it is on the tax bill.

Councilmember Brown: I can look it up, thank you.

Councilmember Barker: #19321, Montana Department of Revenue.

Gina Crowe: that is the 1% that we have to pay the state, like Emerine and MR Asphalt. And they go back in and pull that from the state.

Councilmember Barker: #19331, MT Department of Environmental drinking water fee for water systems, permit registration.

Gina Crowe: that is an annual service, and we have 903 connections at \$2.00 per connection.

Councilmember Barker: #19344, precast in corp. Visa transaction.

Gina Crowe: just like every Visa bill. It is broken down.

Jenelle Berthoud: Wilbert Precast and Corp? we purchased Niche place for Riverside Cemetery and that company is in Spokane.

Councilmember Barker: I see Costco charges that are the same, water and then what is that below it.

Gina Crowe: they are split up between the different departments, we take the total bill and split it up, water, sewer, admin, another water and wastewater.

Mayor Michalson: when we order from Costco it comes in and split among those departments.

Gina Crowe: it depends, garbage bags were needed this time.

Councilmember Barker: #19363, Civic Plus, Municode meetings, subscriptions. Are these meeting minutes and can you explain what we are paying for.

Jenelle Berthoud: it is for our website, for the ability to have our town code on the website, the ability to set up meetings, agenda packets and that program talks to our website and that is how those pieces are loaded in the website. That also holds the minutes that you approve.

Councilmember Barker: is this something new?

Jenelle Berthoud: it has been for years.

Councilmember Barker: you look at the cost.

Jenelle Berthoud: it is a lot; I get that bill, and I give it to Gina and then she breaks it down to each of the departments and how they are using the website.

Councilmember Barker: I am sure that it has been one line item, and it is now more.

Gina Crowe: no, it has been on multiple line items, because we do fund accounting. For subscriptions and office supplies we all use these items.

Councilmember Barker: maybe it was the cost.

Gina Crowe: last year when we got them, I did not know, they come up in December.

Jenelle Berthoud: the company is good about getting us invoices sometimes 60 days in advance knowing that we have to have council approval.

Mayor Michalson: just about every town and city uses Municode.

Councilmember Nelson: #19336, Graves Tree Service. \$450.00 for removal of broken limbs.

Mayor Michalson: that was for the trees that fell on Romana Vance's storage units.

Gina Crowe: this was more than public works could do, so they had a professional crew come in to do it.

Councilmember Nelson: #19328, is this what we are pertaining to about Berta's Farm, current litigation.

Gina Crowe: when he sends us his bill, I break it out.

Councilmember Nelson: is this what we were talking about with Berta's Farm.

Mayor Michalson: when we started the Berta's Farm deal, I think the written from the district judge said that the town could recoup its expenses.

Councilmember Nelson: how are we doing that.

Mayor Michalson: we go back on them with the taxes.

Councilmember Nelson: back on the taxes for the bills that we occur during current litigation or the past?

Mayor Michalson: this is ongoing.

Councilmember Nelson: thank you.

Mayor Michalson: any other comments on the claims from the council. Public comment? Seeing none, Jenelle, will you please take the vote.

Councilmember Barker: aye.

Councilmember Brown: aye.

Councilmember Nelson: aye.

Councilmember Smith: aye.

Mayor Michalson: passes 4-0

6. Administrative Reports

a. Airport

Brian Germane: report in the packet. curtesy car, graphics are done, and it is back at the airport. Snowplow maintenance. CIP projects, meetings with the FAA in Helena working through the 2025 projects. Working on a vendor for fuel temporarily. Huge need for T-hangers in the valley and in Missoula. Talking about investment hangers for the town. Volunteer turnout has been very impressive.

b. Building Department

In the packet.

c. Finance

d. Fire Department

Jeff Motley: report in the packet, what is coming up is All Valley Fire Council is putting together a communications radio grant for new radios, we are looking into joining that grant, the town will look at updating 22 handheld radios and 9 mobile stations and 2 repeaters. Grant writers cost for the town is \$1800.00 for our share. Our newest handheld radio is from 2004. Our problem is that our old radios do not reach. We are getting forced to updating our radios. Throwing some ideas around

about what a fire department public safety levy would look like, I will be meeting with Chief Boe.

e. Police Department

John Boe: report was given to the council at the meeting. those that don't know Officer Pierce graduated from POST, Franklin will come on at a later shift and Pierce will be at the school. As far as maintenance goes on the vehicles as of tomorrow we will have all of our patrol vehicles with all of the changes, and we should be good to go for maintenance. I have worked out a deal with Jeff's Automotive for the oil changes and got a pretty good rate on that. Went over the stats provided to the council in the police report.

Mayor Michalson: one of the traffic accidents was on the "S" curve?

Chief Boe: two of them were.

f. Public Works

Mayor Michalson: In the packet. I will say that once Andrena came on board and we have that down to 66 meters. I want to thank Andrena and public works for a good job. We have also dropped our number of gallons that are leaking from 15 million to 11 million.

7. Public Hearings

a. 1st Reading: Proposed Additions to Ordinance No. 135 an Ordinance of the Town of Stevensville Traffic Code, Section 10.06.100 (3)

Mayor Michalson: introduced the public hearing. 1st Reading: Proposed Additions to Ordinance No. 135 an Ordinance of the Town of Stevensville Traffic Code, Section 10.06.100 (3) . closed the public hearing. (read the additions to the Ordinance).

No public comments.

8. New Business

a. Discussion/Decision: Additions to Ordinance No. 135 an Ordinance of the Town of Stevensville Traffic Code Section 10.06.100 (3)

Mayor Michalson: introduced new business item a. Additions to Ordinance No. 135 an Ordinance of the Town of Stevensville Traffic Code Section 10.06.100 (3).

Councilmember Brown: I move that we adopt the additions to Ordinance No. 135 an Ordinance of the Town of Stevensville Traffic Code Section 10.06.100 (3)

Councilmember Nelson: 2nd.

Mayor Michalson: motion and a 2nd. Discussion from the council? Another reason that we are doing this is when John writes a ticket, he would have to write this under MCA code, and this will make it easier.

Councilmember Nelson: so, this is pertaining to the speed relative for the side area where it is 15 mph, are we talking about lowering the speed limit.

Mayor Michalson: this is paperwork, and this is cleaning it up. Any other questions from the council? Any questions from the public? Seeing none, Jenelle, please take the vote.

Councilmember Brown: aye.

Councilmember Nelson: aye.

Councilmember Barker: aye.

Councilmember Smith: aye.

Mayor Michalson: passes 4-0

b. Discussion/Decision: Placement of a 15 MPH Speed Sign at the Corner or Bend of East 3rd Street and Railroad Ave

Mayor Michalson: introduced new business item b. Placement of a 15 MPH Speed Sign at the Corner or Bend of East 3rd Street and Railroad Ave.

Councilmember Nelson: make a motion to approve Placement of a 15 MPH Speed Sign at the Corner or Bend of East 3rd Street and Railroad Ave.

Councilmember Smith: 2nd.

Mayor Michalson: motion and a 2nd. Discussion from the council? Public comment? Seeing none, Jenelle, please take the vote.

Councilmember Smith: aye.

Councilmember Brown: aye.

Councilmember Nelson: aye.

Councilmember Barker: aye.

Mayor Michalson: passes 4-0

c. Discussion/Decision: Replacement of Yield Sign with a Stop Sign at the Corner or Bend of East 3rd Street and Railroad Ave

Mayor Michalson: introduced new business item c. Replacement of Yield Sign with a Stop Sign at the Corner or Bend of East 3rd Street and Railroad Ave.

Chief Boe: it would slow down and catch all of the vehicles coming down Railroad Ave.

Councilmember Brown: I move that we approve Replacement of Yield Sign with a Stop Sign at the Corner or Bend of East 3rd Street and Railroad Ave.

Councilmember Nelson: 2nd.

Mayor Michalson: motion and a 2nd. Council discussion?

Councilmember Baker: I understand the point of taking away the yield sign why cant we do a three way stop.

Chief Boe: I do not think that intersection is appropriate for a three way stop some are coming out of the parking lot at the school, what I am trying to get is the people coming off of east 3rd where they are navigation on to Railroad or the parking lot. In the mornings myself of Officer Franklin are monitoring that area.

Mayor Michalson: any other comments from the council? Public comments? Seeing none, Jenelle, please take the vote.

Councilmember Barker: aye.

Councilmember Brown: aye.

Councilmember Nelson: aye.

Councilmember Smith: aye.

Mayor Michalson: passes 4-0

d. Discussion/Decision: Special Event Permit for the Annual Country Christmas and Parade of Lights

Mayor Michalson: introduced new business item d. Special Event Permit for the Annual Country Christmas and Parade of Lights.

Sean Doyle, President Stevensville Civic Club: it is time for the annual Christmas celebration, we now have the MDT permit and burn permits reviewed by Chief Motley. Closing the street around 6:15 pm and then carriage rides. The only change

in the moving of a fire pit to Storybrook Medicine. We keep everything closed up until about 9:00 pm.

Councilmember Smith: I move that we approve Special Event Permit for the Annual Country Christmas and Parade of Lights.

Councilmember Barker: 2nd.

Mayor Michalson: motion and a 2nd. Council discussion?

Councilmember Brown: it looks pretty straight forward.

Councilmember Barker: it starts where.

Sean Doyle: we had to change and start the parade at Lewis & Clark Park and then south on Main Street.

Councilmember Brown: did Chief Boe get to review this?

Chief Boe: yes, I did with Sean.

Mayor Michalson: any other comments from the council? Public comments? Seeing none, Jenelle, please take the vote.

Councilmember Brown: aye.

Councilmember Smith: aye.

Councilmember Nelson: aye.

Councilmember Barker: aye.

Mayor Michalson: passes 4-0

e. Discussion/Decision: Suspension of Town Council Rules to Cancel the November 28, 2024, Town Council Meeting in Observance of the Thanksgiving Holiday and Authorizing Claims to be Paid out of Cycle

Mayor Michalson: introduced new business item e. Suspension of Town Council Rules to Cancel the November 28, 2024, Town Council Meeting in Observance of the Thanksgiving Holiday and Authorizing Claims to be Paid out of Cycle.

Councilmember Barker: I make a motion to approve Suspension of Town Council Rules to Cancel the November 28, 2024, Town Council Meeting in Observance of the Thanksgiving Holiday and Authorizing Claims to be Paid out of Cycle.

Councilmember Nelson: 2nd.

Mayor Michalson: motion and a 2nd. Council discussion?

Councilmember Smith: who will be given the run down of the sheets of the paid out of cycle?

Jenelle Berthoud: at the December 12th meeting.

Mayor Michalson: any further comments? Public comments? Seeing none, Jenelle, take the vote.

Jenelle Berthoud:

Councilmember Nelson: aye.

Councilmember Brown: aye.

Councilmember Barker: aye.

Councilmember Smith: aye.

Mayor Michalson: passes 4-0

f. Discussion/Decision: Suspension of Town Council Rules to Cancel the December 26, 2024, Town Council Meeting in Observance of the Christmas Holiday and Authorizing Claims to be paid out of cycle.

Mayor Michalson: introduced new business item f. Suspension of Town Council Rules to Cancel the December 26, 2024, Town Council Meeting in Observance of the Christmas Holiday and Authorizing.

Councilmember Smith: I move for the Suspension of Town Council Rules to Cancel the December 26, 2024, Town Council Meeting in Observance of the Christmas Holiday and Authorizing.

Councilmember Barker: 2nd.

Mayor Michalson: motion and a 2nd. Council discussion? Public comment? Seeing none, Jenelle, please take the vote.

Councilmember Smith: aye.

Councilmember Barker: aye.

Councilmember Nelson: aye.

Councilmember Brown: aye.

Mayor Michalson: passes 4-0

9. Board Reports

Councilmember Smith: Airport Board report, basically Brian gave pretty much the report. We did have a presentation from Skydive Missoula.

10. Town Council Comments

Councilmember Barker: I had Kylie from Ahava Coffee reach out to me. As we all know the corner down there is a tough corner. I do not believe it was appropriately handled I think that it could have been a little bit nicer, I think that it could have been done in person instead of over the phone and letting her know that she would not be having the parking spaces. She had grown this business she bought the business about a year ago, I do understand that the corner is a hazard, and I have gone down both sides. After reading the ordinance on this and putting myself into a citizens position, how it reads is very hard to understand to be told that she is losing parking and instead of trying to find a solution for parking I think that it should have been done before a phone call was made make it professional and go from there. Kylie is obviously with the Big Sky Doghouse, and she has bought that business, and she has bought Ahava and going in I do not believe that she understood the parking. I did talk to her about the parking behind the building and the landlord said that it would not be an option. I think that we need to come up with a solution for her and the business around her she has grown it, she holds markets on Wednesdays, maybe the Museum could work with her. As a public eye I think that we need to look at it as a whole meet with our business owners and come up with a solution before we jump to conclusions so that is my comments.

Councilmember Smith: I too had a conversation with her today. I agree with everything that Stacie said, Ms. Wilson did tell me that she has a lease there until February and if she does not get the parking, and we have the winter coming in, I am in full agreement that we should try to work with her, and she might be able to find something new in February.

11. Executive Report

Mayor Michalson: 10/31/24 Andrena and I had a meeting with the Forest Service regarding bulk water and a possible trade for tree work. They did sign a contract with us including a user fee so that is in place, they have already taken some water out and they have reported that to Andrena. 11/4/24 Cindy and I handed out service line notices and that saved us about \$2,000.00 by doing that instead of mailing. On 11/8/24 Jenelle and I had a meeting with Fred Croci about the development east of Creekside Estates and what he wants to do where is lot is he wants to put in a water and sewer line and cap it off so that he can build a house on it. I also told him that he

needs to have an approach off of eastside highway and as long as I am here, I will try to make sure that no road goes through Creekside for this development. I had a conversation with Dominique the mayor of Hamilton due to him being so busy he will not be able to do the turkey trot for Pantry Partners. Next Friday I will be going out in my turkey suit to all of the businesses trying to raise money. One last part, it is a big part with Ahava Coffee as you know we had a meeting in July with MDOT with street issues, stop signs and the "S" curves. I told John when we had more time, and after the last accident John called and said that we need to do something, last Thursday we went over to Ahava Coffee and she was not there I got her phone number, I told them that I would call, and I did call her and I did not get a response and then of course this week I went over and spoke to the manager and did not say that we were taking away your parking I just said that we were in the process and that we are willing to work with you. Jenelle and I went and talked to her brother in the back about possible solutions in the back, we talked about the museum they can also park across the street at Kodiak Jaxs, when he built that he went through the right process, he came to the town asked for a variance for parking and it went to the P&Z, and they approved it and then it went to council, and they approved it. A former mayor did not do that, when he was heading out the door, he gave a business license to Ahava Coffee, we have all had call, Jenelle and Chief Boe has to deal with it. I do feel bad and yes, I do not see any other way to handle this, John and I talked to the husband we are still trying to do that, you all saw the emails that I sent to MDOT. My biggest issues as mayor are to serve the public and to keep us out of a liability, I am telling you and if some one opens their door and steps out and a semi comes through and hits somebody, we are going to wish that we would have done something then. They are going to come back to the state or the town and come back to say that we are not following procedure. I do not want to see them go; it is a thriving business they have many people out in their park. But we have a liability issue with the parking, Jenelle and I talked today, and I need to talk to Chief Boe him and I went over and marked off that 500 feet and if you come around the corner south to north you can see all of the cars at Kodiak Jaxs but if you come from north to south and come around that curve you cannot see, I see the back car but not the front car. That is a liability issue, that is the main reason. I will get with John and see if we can shorten up that area, Jenelle mentioned it, she did not sleep last night because it was on her mind, it is on all of our minds. I am just trying to do the right thing for the town, in the wintertime when they put that berm in the middle it gets tight, I have talked to semi drivers that take an alternative route to get to Burnt Fork Market because they do not want to go around that curve in the winter.

Chief Boe: the last accident at the "S" curve the lady that parked her SUV at the post, the tractor trailer that came through it ripped her vehicle from the rear bumper to the drivers side door, they totaled the vehicle and the tractor trailer was doing the

speed limit. I have watched when people go into the north bound lane to go around cars. I did meet with the husband about solutions for her parking issues.

Mayor Michalson: I stopped in there again yesterday it is not like we are taking away the parking.

Councilmember Barker: she just got word tonight that she can not use the parking space behind, so it is out of the question.

Chief Motley: that cross walk needs to be moved as well, you come around that corner and someone is going to get hit.

Chief Boe: the mayor and I talked about that as well and move it to the straight away.

12. Adjournment

Councilmember Brown: motion.

Councilmember Smith: 2nd.

APPROVE:

ATTEST:

Bob Michalson, Mayor

Jenelle S. Berthoud, Town Clerk

Jenelle Berthoud

From: Jim Crews <shadowsdolittle@gmail.com>
Sent: Wednesday, November 13, 2024 10:09 PM
To: Jenelle Berthoud; Bob Michalson
Subject: Public Comment on an item that is not on the agenda

My public comment for the Town Council Meeting for 11-14-24 is in regard to the parking area commonly used by the Coffee Shop on Main Street across from Kodiak Jax.

I have attached a video link that will express my comments and I request this be played for the council and the public. You have the capability to do this so there should be no reason not to do so.

<https://www.youtube.com/watch?v=NscAtDmCam4>

The video is short, is narrated and has text for the hearing impaired.

As there seems to be a significant interest in this parking area by many people who support the business I think it is beneficial to show the problem. I sent this video to the Town and to the MT DOT over 2 years ago.

There is plenty of parking on either side of the road, before and after the proposed "no parking" area. That should be made clear to the public and business. Some believe the town is targeting the business and in no way does that appear to be the case.

It is simply an issue of safety.

Jim Crews * 316 9th Street * Stevensville, MT * 59870 * shadowsdolittle@gmail.com * 406-546-1102

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File Attachments for Item:

b. Out of Cycle Claims for November, #19366-#19387

11/27/24
09:37:03

TOWN OF STEVENSVILLE
Claim Approval List
For the Accounting Period: 12/24

Page: 1 of 5
Report ID: AP100

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period (10/24) ****								
19366		1971 Northwest Fire Services Inc	692.00					
Pump Test for Engine #2010 and 2510. This includes Fuel, Lodging and Permits.								
	241023-1	10/23/24 Pump Test #2010	346.00*			1000 420460	360	101000
	241023-1	10/23/24 Pump Test #2510	346.00*			1000 420460	360	101000
*** Claim from another period (11/24) ****								
19367	E	85 CENTURYLINK	63.87					
Airport Phone								
	1472072694	11/08/24 Airport Phone	63.87*			5310 430300	345	101000
*** Claim from another period (10/24) ****								
19368		228 Norco, Inc.	39.06					
Cylinder Rental for Public Works								
	0042026315	10/31/24 PW Cylinder Rental	13.02*			1000 430200	220	101000
	0042026315	10/31/24 PW Cylinder Rental	13.02			5210 430510	220	101000
	0042026315	10/31/24 PW Cylinder Rental	13.02			5310 430610	220	101000
*** Claim from another period (11/24) ****								
19369		813 MOUNTAIN INK & TONER	60.99					
Printer Cartridge Toner for the Court								
	170901	11/11/24 Toner for the Judge	60.99			1000 410360	210	101000
*** Claim from another period (10/24) ****								
19370	C	1904 Trapper Peak Law, Melanie C	1,731.00					
Prosecutorial Services for the Town								
	01016	11/06/24 Prosecutorial Svcs	81.00*			1000 410364	370	101000
	01016	11/06/24 Prosecutorial Svcs	75.00			1000 410364	352	101000
	01015	11/06/24 Prosecutorial Svcs	240.00			1000 410364	352	101000
	01008	11/06/24 Prosecutorial Svcs	30.00			1000 410364	352	101000
	01007	11/06/24 Prosecutorial Svcs	45.00			1000 410364	352	101000
	01006	11/06/24 Prosecutorial Svcs	60.00			1000 410364	352	101000
	01014	11/06/24 Prosecutorial Svcs	105.00			1000 410364	352	101000
	01013	11/06/24 Prosecutorial Svcs	105.00			1000 410364	352	101000
	01012	11/06/24 Prosecutorial Svcs	45.00			1000 410364	352	101000
	01011	11/06/24 Prosecutorial Svcs	210.00			1000 410364	352	101000
	01010	11/06/24 Prosecutorial Svcs	660.00			1000 410364	352	101000
	01009	11/06/24 Prosecutorial Svcs	75.00			1000 410364	352	101000
*** Claim from another period (11/24) ****								
19371	C	2033 CHEMICAL MONTANA COMPANY	6,121.29					
Chemicals for the Water Plant								
	30839	11/12/24 Chemicals for Water Plant	6,121.29			5210 430540	222	101000
*** Claim from another period (11/24) ****								
19372		958 TIRE RAMA	29.00					
Tire Repair for Public Works Truck								
	70612708	11/19/24 PW Truck Tire Repair	9.66*			1000 430100	360	101000
	70612708	11/19/24 PW Truck Tire Repair	9.66*			5210 430510	360	101000
	70612708	11/19/24 PW Truck Tire Repair	9.68*			5310 430610	360	101000

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period (11/24) ****								
19373		429 Ed Sutherlin Excavating, LLC	500.00					
		Cleaned ditch by Railroad Tracks to prevent street flooding						
		1260 11/08/24 Ditch Cleaning	500.00*			1000 430200	360	101000
*** Claim from another period (11/24) ****								
19374	C	1702 DE Lage Landen Finance Services,	82.00					
		Fire Dept and Court Printer Lease						
		588814389 11/21/24 FD/Court Printer Lease	41.00			1000 410360	320	101000
		588814389 11/21/24 FD/Court Printer Lease	41.00			1000 420410	320	101000
*** Claim from another period (11/24) ****								
19375		1929 MISSOULA MOTOR PARTS CO.	233.62					
		Parts for the Fire Department engine #2511 and motor oil for Public Works						
		840280 11/17/24 Lift Supports, LED, Wipers	224.64*			1000 420460	232	101000
		838257 11/06/24 Motor Oil	8.98			1000 430100	231	101000
*** Claim from another period (11/24) ****								
19376		2040 Jeff Mader DBA Jeff's Repair	311.00					
		Oil Changes, Filters, Top off Fluids and Balance tires on Police Cars						
		1202 11/21/24 Oil Change-Tire Balance	136.00			1000 420100	360	101000
		1203 11/21/24 Oil Change-Filters	76.00			1000 420100	360	101000
		1204 11/21/24 Oil Change-Filters	99.00			1000 420100	360	101000
*** Claim from another period (11/24) ****								
19377		2032 APPAREL EMBROIDERY, INC	33.00					
		Gold 4493G 4-5/8 Stars for uniforms						
		165938 11/20/24 Stars for Uniforms	33.00			1000 420100	226	101000
*** Claim from another period (10/24) ****								
19378	C	728 HDR ENGINEERING, INC.	909.58					
		Engineering services for Spring Street from September 29 - November 2 2024.						
		Engineering work for this invoice included the following:-General project						
		management and accounting.-Project Closeout						
		1200672684 11/02/24 Engineering Svcs Spring St	909.58*			2820 430200	950 4	101000
*** Claim from another period (10/24) ****								
19379	C	728 HDR ENGINEERING, INC.	875.45					
		Engineering Services for Railroad Street from September 29 to November 2nd 2024						
		Engineering work for this invoice included the following:-General project						
		management and accounting.-Project Closeout						
		1200672684 11/20/24 Engineering Svcs RR Street	875.45*			2820 430200	950 5	101000
*** Claim from another period (11/24) ****								
19380	E	1061 WESTERN BUILDING CENTER	56.22					
		4X4 post for stop sign. 4X4 posts for park bench.						
		15I1146693 11/20/24 Post for stollen Stop Sign	24.34*			1000 430200	220	101000
		15I1142535 11/18/24 Post for Park Bench	31.88			1000 460430	235	101000

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period (11/24) ****								
19381	C	56 HAWKINS, INC.	1,915.93					
		Polymer for Sludge Press						
		6922928 11/22/24 Polymer for Sludge Press	1,915.93*			5310 430640	220	101000
19382		1436 Maureen M. O'Connor	3,000.00					
		122024 12/01/24 City Judge	3,000.00			1000 410360	350	101000
*** Claim from another period (11/24) ****								
19383	C	1711 Office Solutions & Service	30.00					
		Printer Lease Copies						
		130855 11/25/24 Printer Copy Lease -Court	15.00			1000 410360	320	101000
		130855 11/25/24 Printer Copy Lease -Fire Dept	15.00			1000 420410	320	101000
19384	C	1696 First Call Computer Solutions,	2,154.00					
		IT Services for December						
		101193 12/01/24 IT Services - Council	236.93			1000 410100	356	101000
		101193 12/01/24 IT Services - Mayor	60.31			1000 410200	356	101000
		101193 12/01/24 IT Services -Court	60.31			1000 410360	356	101000
		101193 12/01/24 IT Services - Admin	299.41			1000 410550	356	101000
		101193 12/01/24 IT Services - PD	478.19			1000 420100	356	101000
		101193 12/01/24 IT Services - FD	299.41			1000 420410	356	101000
		101193 12/01/24 IT Services - Bldg	60.31			2394 420531	356	101000
		101193 12/01/24 IT Services - Water	299.41			5210 430510	356	101000
		101193 12/01/24 IT Services - WWTP	299.41			5310 430610	356	101000
		101193 12/01/24 IT Services - Airport	60.31			5610 430300	356	101000
19385	E	85 CENTURYLINK	68.99					
		WWTP for December						
		11/22/24 Phone/Internet WWTP	68.99			5310 430610	345	101000
19386	E	85 CENTURYLINK	58.16					
		Well House for December						
		11/22/24 Phone/Internet Well House	58.16			5210 430510	345	101000
19387	E	85 CENTURYLINK	66.33					
		MBF for December						
		11/22/24 Phone/Internet MBF	66.33			5210 430510	345	101000
		# of Claims	22	Total:				19,031.49
		Total Electronic Claims	14,132.82	Total Non-Electronic Claims				4898.67

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TOWN OF STEVENSVILLE
Fund Summary for Claims
For the Accounting Period: 12/24

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Fund/Account	Amount
1000 GENERAL	
101000 Cash - Operating	8,187.07
2394 BUILDING CODE ENFORCEMENT	
101000 Cash - Operating	60.31
2820 GAS APPORTIONMENT TAX / BaRSAA	
101000 Cash - Operating	1,785.03
5210 WATER	
101000 Cash - Operating	6,567.87
5310 SEWER	
101000 Cash - Operating	2,370.90
5610 AIRPORT	
101000 Cash - Operating	60.31
Total:	19,031.49

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TOWN OF STEVENSVILLE
Claim Approval Signature Page
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ORDERED that the Director of Finance draw a check/warrant on the Town of Stevensville.

Stacie Barker, Councilmember

Isaiah Nelson, Councilmember

Cindy Brown, Councilmember

Wallace Smith, Councilmember

Bob Michalson, Mayor

Date Approved _____

File Attachments for Item:

c. Claims #19384-#19414

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
19384	C	1696 First Call Computer Solutions, IT Services for December	2,154.00					
		101193 12/01/24 IT Services - Council	236.93			1000 410100	356	101000
		101193 12/01/24 IT Services - Mayor	60.31			1000 410200	356	101000
		101193 12/01/24 IT Services -Court	60.31			1000 410360	356	101000
		101193 12/01/24 IT Services - Admin	299.41			1000 410550	356	101000
		101193 12/01/24 IT Services - PD	478.19			1000 420100	356	101000
		101193 12/01/24 IT Services - FD	299.41			1000 420410	356	101000
		101193 12/01/24 IT Services - Bldg	60.31			2394 420531	356	101000
		101193 12/01/24 IT Services - Water	299.41			5210 430510	356	101000
		101193 12/01/24 IT Services - WWTP	299.41			5310 430610	356	101000
		101193 12/01/24 IT Services - Airport	60.31			5610 430300	356	101000
19385	E	85 CENTURYLINK WWTP for December	68.99					
		11/22/24 Phone/Internet WWTP	68.99			5310 430610	345	101000
19386	E	85 CENTURYLINK Well House for December	58.16					
		11/22/24 Phone/Internet Well House	58.16			5210 430510	345	101000
19387	E	85 CENTURYLINK MBF for December	66.33					
		11/22/24 Phone/Internet MBF	66.33			5210 430510	345	101000
		*** Claim from another period (11/24) ****						
19388	E	1823 Visa c/o Rocky Mountain Bank	1,769.04					
		CC-343 11/25/24 4773068V411 - Court	5.91			1000 202200		101000
		4773068V411 -				CC Accounting: 1000-	-410360-340	
		Bitterroot Disposal - 5411-88931						
		CC-343 11/25/24 4773068V411 - Admin	23.70			1000 202200		101000
		4773068V411 -				CC Accounting: 1000-	-410550-340	
		Bitterroot Disposal - 5411-88931						
		CC-343 11/25/24 4773068V411 - PD	5.93			1000 202200		101000
		4773068V411 -				CC Accounting: 1000-	-420100-340	
		Bitterroot Disposal - 5411-88931						
		CC-343 11/25/24 4773068V411 - FD	5.93			1000 202200		101000
		4773068V411 -				CC Accounting: 1000-	-420410-340	
		Bitterroot Disposal - 5411-88931						
		CC-343 11/25/24 4773068V411 - Bldg	5.93			2394 202200		101000
		4773068V411 -				CC Accounting: 2394-	-420531-340	
		Bitterroot Disposal - 5411-88931						
		CC-343 11/25/24 4773068V411 - Water	35.55			5210 202200		101000
		4773068V411 -				CC Accounting: 5210-	-430510-340	
		Bitterroot Disposal - 5411-88931						

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	CC-343	11/25/24 4773068V411 - Sewer 4773068V411 - Bitterroot Disposal - 5411-88931	35.55			5310 202200		101000
				CC Accounting:	5310-	-430610-340		
	CC-344	11/25/24 4772920V411 - Roads&Streets 4772920V411	237.00			1000 202200		101000
		BITTERROOT DISPOSAL 5411-88770		CC Accounting:	1000-	-430200-340		
	CC-344	11/25/24 4772920V411 - Sewer 4772920V411	237.00			5310 202200		101000
		BITTERROOT DISPOSAL 5411-88770		CC Accounting:	5310-	-430610-340		
	CC-345	11/06/24 Domain Renewal- Council Domain Renewal GoDaddy	14.43			1000 202200		101000
				CC Accounting:	1000-	-410100-331		
	CC-345	11/06/24 Domain Renewal - Mayor Domain Renewal GoDaddy	14.43			1000 202200		101000
				CC Accounting:	1000-	-410200-331		
	CC-345	11/06/24 Domain Renewal - Court Domain Renewal GoDaddy	14.43			1000 202200		101000
				CC Accounting:	1000-	-410360-331		
	CC-345	11/06/24 Domain Renewal - ADMIN Domain Renewal GoDaddy	14.43			1000 202200		101000
				CC Accounting:	1000-	-410550-331		
	CC-345	11/06/24 Domain Renewal - PD Domain Renewal GoDaddy	14.43			1000 202200		101000
				CC Accounting:	1000-	-420100-331		
	CC-345	11/06/24 Domain Renewal - FD Domain Renewal GoDaddy	14.43			1000 202200		101000
				CC Accounting:	1000-	-420410-331		
	CC-345	11/06/24 Domain Renewal - Water Domain Renewal GoDaddy	14.43			5210 202200		101000
				CC Accounting:	5210-	-430510-331		
	CC-345	11/06/24 Domain Renewal - WWTP Domain Renewal GoDaddy	14.45			5310 202200		101000
				CC Accounting:	5310-	-430610-331		
	CC-345	11/06/24 Domain Renewal - Airport Domain Renewal GoDaddy	14.44			5610 202200		101000
				CC Accounting:	5610-	-430300-331		
	CC-345	11/06/24 Domain Renewal - BLDG Domain Renewal GoDaddy	14.43			2394 202200		101000
				CC Accounting:	2394-	-420531-331		
	CC-345	11/06/24 Domain Renewal - PD Specific Domain Renewal GoDaddy	44.34			1000 202200		101000
				CC Accounting:	1000-	-420100-331		
	CC-347	11/01/24 5861814 - Keyboard 5861814 AMAZON	39.45			1000 202200		101000
				CC Accounting:	1000-	-410360-210		

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TOWN OF STEVENSVILLE
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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	CC-352	11/01/24 1110124-Admin	53.32			1000 202200		101000
1110124		Spectrum		CC Accounting: 1000-		-410550-345		
	CC-352	11/01/24 1110124 - FD	27.50			1000 202200		101000
1110124		Spectrum		CC Accounting: 1000-		-420410-345		
	CC-352	11/01/24 1110124 - Court	27.50			1000 202200		101000
1110124		Spectrum		CC Accounting: 1000-		-410360-345		
	CC-352	11/01/24 1110124 - Water	80.81			5210 202200		101000
1110124		Spectrum		CC Accounting: 5210-		-430510-345		
	CC-352	11/01/24 1110124 - Sewer	80.81			5310 202200		101000
1110124		Spectrum		CC Accounting: 5310-		-430610-345		
	CC-352	11/01/24 1110124 - PD	119.98			1000 202200		101000
1110124		Spectrum		CC Accounting: 1000-		-420100-345		
	CC-352	11/01/24 1110124 - POOL	49.99			1000 202200		101000
1110124		Spectrum		CC Accounting: 1000-		-460445-345		
	CC-352	11/01/24 1110124 - Sewer	39.99			5310 202200		101000
1110124		Spectrum		CC Accounting: 5310-		-430610-345		
	CC-353	11/10/24 9976604035-Verizon Airport	52.44			5310 202200		101000
9976604035		Verizon Wireless		CC Accounting: 5310-		-430300-345		
	CC-353	11/10/24 9976604035 -Verizon FD	30.06			1000 202200		101000
9976604035		Verizon Wireless		CC Accounting: 1000-		-420410-345		
	CC-353	11/10/24 9976604035 - Verizon PD	135.06			1000 202200		101000
9976604035		Verizon Wireless		CC Accounting: 1000-		-420100-345		
	CC-355	11/11/24 ADOBE Acrobat - Admin	33.58			1000 202200		101000
ADOBE		ADOBE		CC Accounting: 1000-		-410550-330		
	CC-355	11/11/24 ADOBE Acrobat- PD	4.80			1000 202200		101000
ADOBE		ADOBE		CC Accounting: 1000-		-420100-330		
	CC-355	11/11/24 ADOBE Acrobat - Water	28.79			5210 202200		101000
ADOBE		ADOBE		CC Accounting: 5210-		-430510-330		
	CC-355	11/11/24 ADOBE Acrobat - Sewer	28.79			5310 202200		101000
ADOBE		ADOBE		CC Accounting: 5310-		-430610-330		
ADOBE								

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TOWN OF STEVENSVILLE
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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	CC-354	11/15/24 Ravalli Electric - FD	38.75			1000 202200		101000
		RAVALLI ELECTRIC CO-OP				CC Accounting: 1000-		-420422-340
	CC-354	11/15/24 Ravalli Electric - Airport	116.25			5610 202200		101000
		RAVALLI ELECTRIC CO-OP				CC Accounting: 5610-		-430300-340
19389	C	1702 DE Lage Landen Finance Services, Printer Lease FD/Court	82.00					
		588850730 12/01/24 Printer Lease Court/FD	41.00			1000 410360	320	101000
		588850730 12/01/24 Printer Lease Court/FD	41.00			1000 420410	320	101000
		*** Claim from another period (11/24) ****						
19390	C	1841 Overstreet Law Group Legal Professional Services	957.00					
		112224 11/30/24 Burnt Fork Estates	412.50			1000 411100	352	101000
		112224 11/30/24 BERTA Farms	445.50			1000 411100	352	101000
		112224 11/30/24 Parking & Variance Reviews	99.00			1000 411100	352	101000
		*** Claim from another period (11/24) ****						
19391	C	690 Core & Main LP 19 Water Meters	4,666.21					
		W086837 11/27/24 19 Water Meters	4,666.21			5210 430550	238	101000
		*** Claim from another period (11/24) ****						
19392		1980 Dog Waste Depot Round Mesh Waste Can- NB- Green	237.77					
		739551 11/27/24 Dog waste supplies	237.77			1000 460430	220	101000
		*** Claim from another period (11/24) ****						
19393		1929 MISSOULA MOTOR PARTS CO. Battery cable, oil filter, synthetic oil for work truck. Two invoices 837474 and 841466	50.53					
		841466 11/01/24 Repairs & Maintenance supplies	16.83*			1000 430200	220	101000
		837474 11/25/24 Repairs & Maintenance supplies	16.87			5210 430510	220	101000
		837474 11/25/24 Repairs & Maintenance supplies	16.83			5310 430610	220	101000
		*** Claim from another period (11/24) ****						
19394		23 VALLEY DRUG AND VARIETY Notebook for Police Officers	3.19					
		718339 11/27/24 Supplies for PD	3.19			1000 420100	210	101000
		*** Claim from another period (11/24) ****						
19395		180 MONTANA LAW ENFORCEMENT ACADEMY MLEA - Academy for Christopher Pierce from 8/8/2024 to 11/8/2024	1,824.00					
		24466 11/25/24 Academy Training Chris Pierce	1,824.00			2810 420100	380	101000
		*** Claim from another period (11/24) ****						
19396	C	1754 Construct Montana, LLC Building Inspection	1,570.84					
		1146 12/03/24 Bldg Inspection/Plan Review	1,570.84			2394 420531	350	101000

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period (11/24) ****								
19397	C	1696 First Call Computer Solutions, .GOV monthly charges for month of November2024	575.00					
		101621 11/30/24 .GOV - ADMIN	69.00			1000 410550	331	101000
		101621 11/30/24 .GOV - PD	92.00			1000 420100	331	101000
		101621 11/30/24 .GOV - COURT	34.50			1000 410360	331	101000
		101621 11/30/24 .GOV - FD	57.50			1000 420410	331	101000
		101621 11/30/24 .GOV - WATER	92.00			5210 430510	331	101000
		101621 11/30/24 .GOV - SEWER	92.00			5310 430610	331	101000
		101621 11/30/24 .GOV - COUNCIL	92.00*			1000 410100	331	101000
		101621 11/30/24 .GOV - MAYOR	23.00			1000 410200	331	101000
		101621 11/30/24 .GOV - AIRPORT	23.00			5610 430300	331	101000
*** Claim from another period (11/24) ****								
19398	C	858 MILLER LAW OFFICE, PLLC BFE Discovery Response. Well-1 change app	1,000.00					
		1361 12/02/24 Professional Legal Svcs	1,000.00			5210 430530	352	101000
*** Claim from another period (10/24) ****								
19399		74 STEVENSVILLE RURAL FIRE DISTRICT Mealsplit with the District for October 2024	58.47					
		158 11/20/24 mealsplit with the district	58.47			1000 420410	229	101000
*** Claim from another period (11/24) ****								
19400	E	1659 CHS Mountain West CO-OP Fuel - Invoice for November	58.56					
		UV4-UV5955 12/20/24 Fuel - PW	19.52			1000 430100	231	101000
		UV4-UV5955 12/20/24 Fuel - PW	19.52			5210 430510	231	101000
		UV4-UV5955 12/20/24 Fuel - PW	19.52			5310 430610	231	101000
*** Claim from another period (11/24) ****								
19401	C	1845 Thomson Reuters-West Clear Software. This is the final payment, the contract is up. We are using Central Square instead of Clear.	220.50					
		851118295 12/01/24 Clear Software for PD	220.50			1000 420100	331	101000
*** Claim from another period (11/24) ****								
19402	E	852 CENEX FLEETCARD Fuel for the town. \$191.90 was used to burn the stash pile from the wind event.	1,550.48					
		302439CL 11/30/24 Fuel	100.38			1000 420460	231	101000
		302439CL 11/30/24 Fuel	108.03			1000 420460	231	101000
		302439CL 11/30/24 Fuel	67.38			1000 420460	231	101000
		302439CL 11/30/24 Fuel	37.30			1000 420460	231	101000
		302439CL 11/30/24 Fuel	182.45			1000 420100	231	101000
		302439CL 11/30/24 Fuel	132.25			2810 420100	231	101000
		302439CL 11/30/24 Fuel	124.17			2810 420100	231	101000
		302439CL 11/30/24 Fuel	266.17			1000 430100	231	101000
		302439CL 11/30/24 Fuel	266.17			5210 430510	231	101000
		302439CL 11/30/24 Fuel	266.18			5310 430610	231	101000

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TOWN OF STEVENSVILLE
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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period (11/24) ****								
19403		1897 Denning, Downey & Associates	30,650.00					
		WIP - 20% work in progress billing of annual audit - \$7000.00 remaining		FY 23/24 \$28K				
GASB#75 (OPEB) assistance with liability calculations, adjustments and related footnotes. \$3650.00 - Good for two years FY 24 and FY 25. Year end closing assistance. \$20,000.00								
	17775	11/28/24 Court (5%)	1,532.50			1000 410360	350	101000
	17775	11/28/24 General (15%)	4,597.50*			1000 410530	350	101000
	17775	11/28/24 Police (5%)	1,532.50*			1000 420100	350	101000
	17775	11/28/24 Fire Dept (5%)	1,532.50*			1000 420410	350	101000
	17775	11/28/24 Bldg Dept (5%)	1,532.50			2394 420531	350	101000
	17775	11/28/24 Water (30%)	9,195.00			5210 430510	350	101000
	17775	11/28/24 Sewer (30%)	9,195.00			5310 430610	350	101000
	17775	11/28/24 Airport (5%)	1,532.50			5610 430300	350	101000
*** Claim from another period (11/24) ****								
19404		1582 Optical Scientific, Inc.	3,065.97					
		AWOS Services performed by OSI Field Engineer						
		S424209 11/21/24 AWOS Services - Airport	3,065.97*			5610 430300	360	101000
*** Claim from another period (11/24) ****								
19405		34 STEVENSVILLE HARDWARE AND RENTAL	325.41					
		Supplies for the Town						
		CC-357 11/04/24 16187883-Stevi Hardware	64.24			5210 202200		101000
		Stevensville Hardware				CC Accounting: 5210-	-430510-230	
		STEVENSVILLE HARDWARE AND RENTAL INC						
		CC-357 11/15/24 16190109-Stevi Hardware	125.96			1000 202200		101000
		Stevensville Hardware				CC Accounting: 1000-	-430200-220	
		STEVENSVILLE HARDWARE AND RENTAL INC						
		CC-357 11/17/24 16190529-Stevi Hardware	13.94			1000 202200		101000
		Stevensville Hardware				CC Accounting: 1000-	-430200-220	
		STEVENSVILLE HARDWARE AND RENTAL INC						
		CC-358 11/18/24 16190727-Duct Tape for the Sho	5.57			1000 202200		101000
		Stevi Hardware				CC Accounting: 1000-	-430100-230	
		STEVENSVILLE HARDWARE AND RENTAL INC						
		CC-358 11/20/24 16191087-Headlamp	16.19			5210 202200		101000
		Stevi Hardware				CC Accounting: 5210-	-430550-230	
		STEVENSVILLE HARDWARE AND RENTAL INC						
		CC-358 11/21/24 16191321-PVC Pipe	4.93			5210 202200		101000
		Stevi Hardware				CC Accounting: 5210-	-430550-220	
		STEVENSVILLE HARDWARE AND RENTAL INC						
		CC-359 11/25/24 16192141-Red Reflectors	3.50			1000 202200		101000
		Stevi Hardware				CC Accounting: 1000-	-430200-220	
		STEVENSVILLE HARDWARE AND RENTAL INC						
		CC-359 11/25/24 16192168 - Nuts & Bolts	0.42			1000 202200		101000
		Stevi Hardware				CC Accounting: 1000-	-430200-220	
		STEVENSVILLE HARDWARE AND RENTAL INC						

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	CC-362	11/01/24 16187199-Tools Stevensville Hardware	25.19			5210 202200		101000
		STEVENSVILLE HARDWARE AND RENTAL INC		CC Accounting: 5210-		-430550-230		
	CC-362	11/01/24 16187352 - Supplies for Truck Stevensville Hardware	12.94			1000 202200		101000
		STEVENSVILLE HARDWARE AND RENTAL INC		CC Accounting: 1000-		-430100-220		
	CC-362	11/06/24 16188271 - T-Posts Stevensville Hardware	13.84			1000 202200		101000
		STEVENSVILLE HARDWARE AND RENTAL INC		CC Accounting: 1000-		-460430-220		
	CC-362	11/06/24 16188319 -Flag for Park Stevensville Hardware	38.69			1000 202200		101000
		STEVENSVILLE HARDWARE AND RENTAL INC		CC Accounting: 1000-		-460430-230		
*** Claim from another period (9/24) ****								
19406	C	728 HDR ENGINEERING,INC.	6,062.88					
ARPA Water Leak Repair Engineering Services for Aug 25th to Sept 28th								
		1200662827 10/14/24 ARPA-Proj Mgmt	445.94			5230 430550	900	2 101000
		1200662827 10/14/24 ARPA - Construction	5,616.94			5230 430550	900	2 101000
*** Claim from another period (11/24) ****								
19407		16 MONTANA ENVIRONMENTAL LAB LLC	1,018.50					
Lab testing for Water/WWTP for November								
		2411499 12/02/24 Lab testing Water/WWTP	216.50			5310 430640	355	101000
		2411712 12/02/24 Lab testing Water/WWTP	216.50			5310 430640	355	101000
		2412043 12/02/24 Lab testing Water/WWTP	369.00			5310 430640	355	101000
		2412267 12/02/24 Lab testing Water/WWTP	216.50			5310 430640	355	101000
*** Claim from another period (11/24) ****								
19408	C	2017 GEOSYNTEC	2,877.50					
Well 1 Preapp Support Phase 1 & 2. WWTP return flow analysis prelim Well 1. Performed in November								
		598609 12/06/24 Wter Rights Project	2,877.50			5210 430530	352	101000
*** Claim from another period (11/24) ****								
19409	C	1904 Trapper Peak Law, Melanie C	1,266.00					
Prosecuting Services								
		1023 12/09/24 Prosecuting Services	81.00*			1000 410364	370	101000
Travel 11/13,19,20								
		1023 12/09/24 Prosecuting Services	285.00			1000 410364	352	101000
		1021 12/09/24 Prosecuting Services	60.00			1000 410364	352	101000
		1017 12/09/24 Prosecuting Services	210.00			1000 410364	352	101000
		1020 12/09/24 Prosecuting Services	120.00			1000 410364	352	101000
		1019 12/09/24 Prosecuting Services	270.00			1000 410364	352	101000
		1018 12/09/24 Prosecuting Services	165.00			1000 410364	352	101000
		1022 12/09/24 Prosecuting Services	75.00			1000 410364	352	101000

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period (11/24) ****								
19410		33 NORTHWESTERN ENERGY	12,135.72					
Northwestern Energy for the town								
	12/04/24	721275-6 Light Dist 3	253.93			2430 430263	340	101000
	12/04/24	722451-2 206 Buck 45% TH	229.51			1000 411201	340	101000
	12/04/24	722451-2 206 Buck 45% PD	229.51			1000 420100	340	101000
	12/04/24	722451-2 206 Buck 10% Bldg Dep	51.01			2394 420531	340	101000
	12/06/24	723606-0 Peterson Add'n Lighti	188.00			2420 430263	340	101000
	12/06/24	723607-8 Dayton Add'n Lighting	258.50			2410 430263	340	101000
	12/04/24	724186-2 Maplewood Cemetery	10.85			1000 430900	340	101000
	12/04/24	724187-0 Main St seasonal Lig	6.13			1000 430263	340	101000
	12/06/24	724206-8 Orig Town Street Ligh	264.78			1000 430263	340	101000
	12/06/24	724207-6 ESH - 5th St. Lights	469.79			1000 430263	340	101000
	12/06/24	724208-4 5th St to Lange Park	18.34			1000 430263	340	101000
	12/06/24	724209-2 Add'l Town lighting	165.15			1000 430263	340	101000
	12/03/24	724515-2 MBF H20 plant	52.83			5210 430520	340	101000
	12/04/24	724518-6 102 Main St pump #1	73.77			5210 430520	340	101000
	12/03/24	724755-4 Riverside Cemetery IR	0.00			1000 430900	340	101000
	12/03/24	724756-2 Maplewood Cemetery	0.00			1000 430900	340	101000
	12/04/24	724942-8 Sewer lift station W.	10.74			5310 430620	340	101000
	12/04/24	724944-4 Sewer trtmnt plant	3,415.85			5310 430620	340	101000
	12/04/24	724971-7 Truck garage South	226.74			5210 430520	340	101000
	12/04/24	725036-8 L&C Yard Light	10.85			1000 460430	340	101000
	12/04/24	725041-8 L&C Park 5hp IRR	0.25			1000 460430	340	101000
	12/04/24	725042-6 L&C Park Parking Lot	6.00			1000 460430	340	101000
	12/04/24	725084-8 L&C Park Rest/Field	49.33			1000 460430	340	101000
	12/04/24	782189-5 214 Buck St.- H2O 25%	20.19			5210 430520	340	101000
	12/04/24	782189-5 214 Buck St. - WW 25%	20.19			5310 430620	340	101000
	12/04/24	782189-5 214 Buck St.- PD 50%	40.39			1000 420100	340	101000
	12/03/24	1447753-3 3rd & Park	13.17			1000 430263	340	101000
	12/04/24	1538216-1 421 Airport Rd - SRE	67.54			5610 430300	340	101000
	12/04/24	1538216-1 421 Airport Rd - FD	67.53			1000 420422	340	101000
	12/03/24	1685436-6 Crksde Mdws Ph 1	257.85			2440 430263	340	101000
	12/03/24	1685994-4 Crksde Mdws ph 2	139.77			2440 430263	340	101000
	12/05/24	2057364-8 Pool	48.20			1000 460445	340	101000
	12/03/24	2079637-1 MBF Well Field 305	4,602.27			5210 430520	340	101000
	12/03/24	2079645-4 MBF booster station	120.86			5210 430520	340	101000
	12/04/24	3148944-6 Twin Creeks Lighting	442.09			2450 430263	340	101000
	12/04/24	3218493-9 223 Main St	48.37			1000 460430	340	101000
	12/04/24	3672984-6 300 Main Street	6.00			1000 460430	340	101000
	12/03/24	3672985-3 Stevensville Cutoff	6.00			1000 430263	340	101000
	12/04/24	3691677-3 157 Sewer Work Rd	14.17			5210 430520	340	101000
	12/04/24	Sewer 157 Sewer Works Rd Depot	14.17			5310 430620	340	101000
	12/04/24	Streets 157 Sewer Works Rd Dep	14.17			1000 430200	340	101000
	12/06/24	3763580-2 Dickerson Park	6.88			1000 460430	340	101000

12/10/24
16:28:59

TOWN OF STEVENSVILLE
Claim Approval List
For the Accounting Period: 12/24

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Report ID: AP100

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	12/04/24	3795194-4 206 Buck St Light	194.05			1000 411201	340	101000
19411		1653 MCKESSON MEDICAL - SURGICAL Medical Supplies for the FD and Ambulance	712.35					
	22985030	12/03/24 Medical Supplies	712.35*			1000 420730	220	101000
*** Claim from another period (11/24) ****								
19412		16 MONTANA ENVIRONMENTAL LAB LLC Chlorine for Water Plant. Lead testing.	152.00					
	2412040	11/14/24 Chlorine	62.00			5210 430540	355	101000
	2412041	11/18/24 Lead Testing	15.00			5210 343026		101000
	2412042	11/18/24 Lead Testing	15.00			5210 343026		101000
	2412265	11/25/24 Lead Testing	15.00			5210 343026		101000
	2412266	11/25/24 Lead Testing	15.00			5210 343026		101000
	2412515	11/27/24 Lead Testing	15.00			5210 343026		101000
	2412516	11/27/24 Lead Testing	15.00			5210 343026		101000
*** Claim from another period (9/24) ****								
19413	C	1031 MR ASPHALT, INC. 971 square feef ot Asphalt patch work on Central Ave, this was due to the sink hole.	6,165.85					
	8080	12/10/24 Repair of road-Water Leak	6,165.85*			5210 430510	931	101000
*** Claim from another period (10/24) ****								
19414	C	1031 MR ASPHALT, INC. 1056 sq ft replace Spring Street asphalt due to water main leak.	6,705.60					
	8080	10/10/24 Repair of road-Water Main Leak	6,705.60*			5210 430510	931	101000
# of Claims			31	Total:	88,108.85			
Total Electronic Claims			37,874.94	Total Non-Electronic Claims	50233.91			

Fund/Account	Amount
1000 GENERAL	
101000 Cash - Operating	18,422.39
2394 BUILDING CODE ENFORCEMENT	
101000 Cash - Operating	3,235.02
2410 DAYTON LIGHTING #1 DISTRICT 55	
101000 Cash - Operating	258.50
2420 PETERSON ADDN LIGHTING #2 DISTRICT 80	
101000 Cash - Operating	188.00
2430 GEO SMITH LIGHTING #3 DISTRICT 76	
101000 Cash - Operating	253.93
2440 CREEKSIDE LIGHTING #4 DISTRICT 77	
101000 Cash - Operating	397.62
2450 TWIN CREEKS LIGHTING #5 DISTRICT	
101000 Cash - Operating	442.09
2810 POLICE TRAINING & PENSION	
101000 Cash - Operating	2,080.42
5210 WATER	
101000 Cash - Operating	36,961.58
5230 ARPA WATER LEAK REPAIR	
101000 Cash - Operating	6,062.88
5310 SEWER	
101000 Cash - Operating	14,926.41
5610 AIRPORT	
101000 Cash - Operating	4,880.01
Total:	88,108.85

12/10/24
16:29:00

TOWN OF STEVENSVILLE
Claim Approval Signature Page
For the Accounting Period: 12 / 24

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Report ID: AP100A

ORDERED that the Director of Finance draw a check/warrant on the Town of Stevensville.

Stacie Barker, Councilmember

Isaiah Nelson, Councilmember

Cindy Brown, Councilmember

Wallace Smith, Councilmember

Bob Michalson, Mayor

Date Approved _____

File Attachments for Item:

a. Airport

Stevensville Airport Manager's Report

December 2024

1. Courtesy Car
 - a. Insurance has been finalized
2. Maintenance
 - a. No new maintenance items to report
 - b. The couple of snowfalls we have received have melted off within the same day.
3. CIP Projects for 2025/2026
 - a. Grant applications have been submitted to the MT Department of Aeronautics. We plan to attend the January funding meeting in person.
 - b. We had our pre-design meeting with the FAA on 11/21. It went well.
4. Fuel
 - a. No new updates on the fuel tank. We are still on track to procure a new tank next year. Sadly, we have been unable to find a short-term solution.
5. Airport Board
 - a. We have two individuals that have committed to joining the board. Neither have submitted applications as of this writing.
6. Hangars
 - a. We have had several inquiries regarding building new hangars. Hopefully, we'll see some of those move forward.

File Attachments for Item:

b. Building Department

MONTHLY REPORT

Building Department

November 2024

<u>Permits Issued</u>	<u>Fees Collected</u>
<u>Building</u> (4 permits)	
1. NSFR	\$0
2. New/Remodel Commercial Building	\$1,087.55
3. Renovation/Remodel	\$42.00
4. Demo re-roof, commercial.....	\$50.00
<u>Electrical</u> (1 permits)	
1. NSFR	\$200.00
2. New/Remodel Commercial Building	\$0
3. Renovation/Remodel	\$0
4. Demo	\$0
<u>Mechanical</u> (1 permits)	
1. NSFR	\$0
2. New/Remodel Commercial Building	\$301.63
3. Renovation/Remodel	\$0
4. Demo	\$0
<u>Plumbing</u> (0 permit)	
1. NSFR	\$0
2. New/Remodel Commercial Building	\$0
3. Renovation/Remodel	\$0
4. Demo	\$0
Total permits issued: 6	Total fees collected: \$1,681.18
<u>Activities</u>	
1. Inspections and consultations.	
2. Active clearing or archiving old and expired permits, depending on age of activity.	
3. Implement uniform strategies to increase records retention and accessibility thereof.	
<u>Items of Interest</u>	
1. Continued exploration of best ways to universally digitize records and day to day functions to be accessible across pertinent staff for greater efficiency.	

Prepared by Jenelle Berthoud, Town Clerk

File Attachments for Item:

d. Fire Department



STEVENSVILLE FIRE DEPARTMENT

206 BUCK STREET

Activity Report – November 2024

Calls for the Month of November: 69

Calls for Stevensville Town: 27

Calls for Stevensville Rural: 41

Mutual Aid: 1

Missed calls: 1

Medical Response: 51

Fire Calls: 9

Motor Vehicle Crash: 9

Total Calls: 69

Calls for the Year to Date: 644

Calls for Stevensville Town: 243

Calls for Stevensville Rural: 382

Mutual Aid: 19

Missed call: 6

Medical Response: 476

Fire Calls: 135

Motor Vehicle Crash: 33

Total Calls: 644

File Attachments for Item:

e. Police Department

TOWN OF STEVENSVILLE
POLICE DEPARTMENT ACTIVITY REPORT
November 2024

MONTHLY REPORT: November 2024 – Police Activity Report

Officers issued **Nine (9) citations** during the month of **November** for both **Traffic Violators (6)** and **City Ordinance or Statutory Violations**. Three **(3) Juvenile Citations**. One **(1) individual** was cited in lieu of arrest. Three **(3) juveniles** were adjudicated through the Juvenile Justice Center.

*The Stevensville Police Department responded to **Sixty-two (62)** calls for service in the Stevensville Town limits and responded to assist other agencies **two (2)** times during the month of November.*

	Mar	April	May	June	July	Aug	Sept	Oct	Nov
Arrests	3	4	2	3	1	3	1	2	3
Citations	3	12	6	6	11	7	5	13	9
Warnings	4	2	2	9	14	12	7	18	13
Warrant Served	2	1	0	1	1	0	0	0	0
Robberies	0	0	0	0	0	0	0	0	0
Homicides	0	0	0	0	0	0	0	0	0
Unattended Deaths	2	0	1	2	0	0	0	0	0
Assault	2	0	1	2	1	1	1	1	1
Sex Crimes	0	0	0	0	0	0	0	0	0
Theft	3	4	2	0	0	1	1	2	2
Burglaries	0	0	0	0	0	0	0	1	0
Criminal Mischief	1	1	1	0	2	2	2	3	1
Fraud	0	1	1	2	1	2	3	1	3
Suspicious Activity	7	3	3	3	7	3	1	4	1
Traffic Accident	1	3	2	2	1	3	2	6	2
Privacy in Communication	1	1	0	1	1	2	0	2	1
Intimidation	1	0	0	1	0	0	1	1	2
Calls for Service	54	52	81	65	75	71	56	82	62
Lost Property	0	1	2	3	3	1	2	3	0
Vehicle Tows	0	0	0	0	0	1	6	2	0
Welfare Check	0	0	0	0	2	2	1	3	1
Traffic Stops	0	0	0	0	16	19	9	31	22
Disturbance	0	0	0	0	1	1	1	1	0
Victim Notified	0	0	0	0	1	0	0	0	0

File Attachments for Item:

f. Public Works

TOWN OF STEVENSVILLE PUBLIC WORKS ACTIVITY REPORT November 2024

UTILITIES REPORT

Domestic Water Treatment

	<i>This Month</i>	<i>Last Month</i>
<i>Gallons Produced</i>	17,172,000	19,005,000

- 💧 Monthly, weekly and Annual reports to the state
- 💧 Monthly Meter Readings
- 💧 Unread Meters: 56 (not replacing 19 of these, so 37)

Waste Water Treatment

	<i>This Month</i>	<i>Last Month</i>
<i>Gallons Treated</i>	5,596,329	6,402,825

- 💧 State Reports and EPA, weekly monthly and Annual samples taken and reports submitted.
- 💧 Wasting to drying beds
- 💧 Satisfied Permit reporting, testing and regulatory requirements
- 💧 Continued sludge press, started wasting into drying beds
-

OTHER

- 💧 Preemptive Sanitary Sewer Jetting in all Grids
- 💧 Meter reads and billing cycle
- 💧 Daily road grid inspections
- 💧 Finished storm cleanup
- 💧 Finished burning debris pile
- 💧 Street maintenance, potholes, sign installation and replacement
- 💧 Water and Waste plants rounds
- 💧 Preventive maintenance at WWTP buildings
- 💧 Vehicle Maintenance
- 💧 Alley maintenance
- 💧 Downtown risk management inspections
- 💧 Continued replacement of water meters
- 💧 Added more gravel in parking area on Spring Street
- 💧 Continued training on dump truck and skid steer
- 💧 Hired new employee
- 💧 One emergency call out

- 💧 Finished fall leaf cleanup
- 💧 Placed warning delineators on Spring St by ditch and light pole guy wire
- 💧 Cleaned storm drains on Main St
- 💧 Alley work between Main and Church
- 💧 Painted school crosswalks
- 💧 Erected new stop sign and 15 mph sign at RR and 3rd
- 💧 Notified all residents of EPA Lead letter
- 💧 Sent in some resident's water samples to M.E. Labs for lead testing (all were negative/non-detect)

File Attachments for Item:

a. 2nd Reading: Proposed Additions to Ordinance No. 135 an Ordinance of the Town of Stevensville Traffic Code, Section 10.06.100 (3)



Stevensville Town Council Meeting

Agenda Item Request

To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).

Agenda Item Type:	Public Hearing
Person Submitting the Agenda Item:	Bob Michalson
Second Person Submitting the Agenda Item:	John Boe, Chief of Police
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	12/12/2024
Agenda Topic:	2nd Reading: Proposed Additions to Ordinance No. 135 an Ordinance of the Town of Stevensville Traffic Code, Section 10.06.100 (3)
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	12/12/2024
Notes:	<p>Railroad Ave. lies between East 2nd and East 3rd Streets. Railroad Ave. is in the school zone and is a 15-mph speed zone. Making the addition of Railroad Ave to Section 10.06.100 (3) will allow law enforcement to write speeding citations under town code. The other addition to Section 10.06.100 is future amendments to this section may be set by resolution. This addition will help with any future changes to the Stevensville Traffic Code Section 10.06.100 without an ordinance change.</p> <p>This is the 2nd reading and the 1st reading took place at the 11/14/2024 town council meeting and the 1st reading was approved by the council with a 4-0 vote.</p>

ORDINANCE NO. 135

AN ORDINANCE ESTABLISHING CHAPTER 10.06 AND REPEALING CHAPTERS 10.04, 10.08 AND 10.18 OF THE MUNICIPAL CODE OF THE TOWN OF STEVENSVILLE

SECTION 1. The title of Chapter 10.06 shall read "**Stevensville Traffic Code.**"

SECTION 2. Chapter 10.06 shall be created to read in full as follows:

Sections:

10.06.010	Purpose
10.06.020	Definitions
10.06.030	Obedience to Peace Officers, Flag Persons, Crossing Guards and Public Safety Workers
10.06.040	Responsibility of Public Officers and Employees
10.06.050	Police Vehicles and Emergency Vehicles
10.06.060	Obedience to Traffic Control
10.06.070	Display of Unauthorized Signs, Signals or Markings
10.06.080	Reckless Driving
10.06.090	Careless Driving
10.06.100	Speed Restrictions - Modifications
10.06.110	Minimum Speed Regulations
10.06.120	Construction and Work Zones - Definitions
10.06.130	Fleeing From or Eluding Peace Officer
10.06.140	Vehicles Engaged in Mobile Roadway Maintenance
10.06.150	Right-of-Way for Bicycles
10.06.160	Drive on Right Side of Roadway - Exceptions
10.06.170	Passing Vehicles Proceeding in Opposite Directions
10.06.180	Overtaking Vehicle on Left
10.06.190	Overtaking Vehicle on Right
10.06.200	Limitations on Overtaking on the Left
10.06.210	No-passing Zones
10.06.220	Driving on Roadways with Marked Traffic Lanes
10.06.230	Following Too Closely
10.06.240	Required Method of Turning at Intersections
10.06.250	Limitation on U-turns and J-turns
10.06.260	Starting Parked Vehicle
10.06.270	Turning Movements and Required Signals
10.06.280	Vehicles Approaching or Entering Uncontrolled Intersection
10.06.290	Vehicles Turning Left at Intersection
10.06.300	Vehicles Entering Through Roadway
10.06.310	Vehicles Approaching "Yield" Sign
10.06.320	Vehicles Entering Roadway from Private Road, Driveway or Alley
10.06.330	Vehicles to Stop at Stop Signs

ORDINANCE NO. 135

- 10.06.340 Vehicles to Stop Before Emerging from Alley, Driveway, Private Road or Building
- 10.06.350 Operation of Vehicles on Approach of Authorized Emergency Vehicles or Police Vehicles - Approaching Stationary Emergency Vehicles or Police Vehicles
- 10.06.360 Obedience to Signal Indicating Approach of Train or Other On-Track Equipment
- 10.06.370 Stopping Required at Railroad Grade Crossings
- 10.06.380 Meeting or Passing School Bus
- 10.06.390 Prohibited Operation of Special Lighting Equipment
- 10.06.400 Stopping, Standing or Parking a Vehicle on Roadway
- 10.06.410 Other Prohibited Stopping, Standing and Parking Areas
- 10.06.420 Special Parking Restrictions - Limitations
- 10.06.430 Parking or Leaving Vehicles on Public Property
- 10.06.440 Unattended Motor Vehicles
- 10.06.450 Limitations on Backing
- 10.06.460 Riding a Motorcycle or Quadricycle
- 10.06.470 Obstruction to Driver's View
- 10.06.480 Following Fire Apparatus
- 10.06.490 Crossing Firehose
- 10.06.500 Riding on Fenders or Running Boards
- 10.06.510 Opening and Closing Vehicle Doors
- 10.06.520 Securing Load - Requirement
- 10.06.530 Unlawful Operation of Nonstandard Motorized Vehicle
- 10.06.540 Funeral Procession Right-of-Way
- 10.06.550 Vehicles Not in Funeral Procession
- 10.06.560 Operation of Golf Carts
- 10.06.570 Driving Under Influence of Alcohol or Drugs
- 10.06.580 Operation of Vehicles
- 10.06.590 Operation of Vehicle by Person under 21 years of Age
- 10.06.600 Open Alcoholic Beverage Container in Motor Vehicle
- 10.06.610 Aggravated DUI
- 10.06.620 Pedestrians Subject to Traffic Regulations
- 10.06.630 Pedestrians in Crosswalk - School Children
- 10.06.640 Crossing at Other than Crosswalks
- 10.06.650 Operators to Exercise Due Care
- 10.06.660 Soliciting Rides, Business or Contributions
- 10.06.670 Pedestrian's Right-of-Way on Sidewalks
- 10.06.680 Pedestrian to Yield to Authorized Emergency Vehicle
- 10.06.690 Operator of Vehicle to Yield to Blind Pedestrian
- 10.06.700 Seatbelt Use Required
- 10.06.800 Penalty

ORDINANCE NO. 135

10.06.010 Purpose

The purpose of this chapter is to specifically adopt the uniform provisions of Montana Statutes, Title 61, Chapters 8, regulating the operation of vehicles upon the roadways, alleys, parking areas or other public or private places adapted and fitted for public travel that are in common use by the public within the Town of Stevensville. The power of local authorities to regulate traffic within the town is authorized under the reasonable exercise of the police power.

10.06.020 Definitions (MCA 61-8-102)

As used in this chapter, unless the context requires otherwise, the following definitions apply:

(a) "Authorized emergency vehicle" means a vehicle of a governmental fire agency, an ambulance and an emergency vehicle designated or authorized by the Montana Department of Transportation.

(b) "Bicycle" means:

(i) a vehicle propelled solely by human power upon which any person may ride and that has two tandem wheels and a seat height of more than 25 inches from the ground when the seat is raised to its highest position, except scooters and similar devices; or

(ii) a vehicle equipped with two or three wheels, foot pedals to permit muscular propulsion, and an independent power source providing a maximum of 2 brake horsepower. If a combustion engine is used, the maximum piston or rotor displacement may not exceed 3.05 cubic inches, 50 centimeters, regardless of the number of chambers in the power source. The power source may not be capable of propelling the device, unassisted, at a speed exceeding 30 miles an hour, 48.28 kilometers an hour, on a level surface. The device must be equipped with a power drive system that functions directly or automatically only and does not require clutching or shifting by the operator after the drive system is engaged.

(c) "Business district" means the territory contiguous to and including a roadway when within any 600 feet along a roadway there are buildings in use for business or industrial purposes, including but not limited to hotels, banks, office buildings, railroad stations, and public buildings that occupy at least 300 feet of frontage on one side or 300 feet collectively on both sides of the roadway.

(d) "Controlled-access roadway" means a roadway or street in respect to which owners or occupants of abutting lands and other persons have no legal right of access to or from the roadway or street, except at the points and in the manner as determined by the public authority having jurisdiction over the roadway or street.

(e) "Crosswalk" means:

(i) that part of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the roadway measured from the curbs or, in the absence of curbs, from the edges of the traversable roadway;

(ii) any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrians crossing by lines or other markings on the surface.

(f) "Flag person" means a person who directs, controls, or alters the normal flow of vehicular traffic upon a street or roadway as a result of a vehicular traffic hazard then present on that street or roadway. This person, except a uniformed traffic enforcement officer exercising the officer's duty as a result of a planned vehicular traffic hazard, must be equipped as required by

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the rules of the department of transportation.

(g) "Intersection" means the area embraced within the prolongation or connection of the lateral curb lines or if there are no curb lines then the lateral boundary lines of the roadways of two roadways that join one another at or approximately at right angles or the area within which vehicles traveling upon different roadways joining at any other angle may come in conflict.

(h) "Local authorities" means every county, municipal, and other local board or body having authority to enact laws relating to traffic under the constitution and laws of this state.

(i) "Noncommercial motor vehicle" or "noncommercial vehicle" means any motor vehicle or combination of motor vehicles that is not included in the definition of commercial motor vehicle in MCA 61-1-101 and includes but is not limited to the vehicles listed in MCA 61-1-101(9)(b).

U) "Official traffic control devices" means all signs, signals, markings and devices not inconsistent with this title that are placed or erected by authority of a public body or official having jurisdiction for the purpose of regulating, warning, or guiding traffic.

(k) "Pedestrian" means any person on foot or any person in a manually or mechanically propelled wheelchair or other low-powered, mechanically propelled vehicle designed specifically for use by a physically disabled person.

(l) "Police vehicle" means a vehicle used in the service of any law enforcement agency.

(m) "Private road" or "driveway" means a way or place in private ownership and used for vehicular travel by the owner and those having express or implied permission from the owner, but not by other persons.

(n) "Residence district" means the territory contiguous to and including a roadway not comprising a business district when the property on the roadway for a distance of 300 feet or more is primarily improved with residences or residences and buildings in use for business.

(o) "Right-of-way" means the privilege of the immediate use of the roadway.

(p) "Roadway" has the meaning provided in MCA 61-1-101, including local streets, avenues, alleys and ways that are dedicated to public use by motorized vehicles.

(q) "School bus" has the meaning provided in MCA 20-10-101.

(r) "Sidewalk" means that portion of a street that is between the curb lines or the lateral lines of a roadway and the adjacent property lines and that is intended for use by pedestrians.

10.06.030 (MCA 61-8-105) Obedience to Peace Officers, Flag Persons, Crossing Guards and Public Safety Workers

A person may not willfully fail or refuse to comply with a lawful order or direction of a peace officer, flag person, crossing guard, or public safety worker pertaining to the use of the roadways by traffic. For purposes of this section:

(1) "Peace officer" has the meaning provided in MCA 7-32-303; and

(2) "Public safety worker" means a person who is authorized to provide assistance at the scene of an incident that requires traffic control and who is either a member of a paid or volunteer fire department, an emergency medical service provider, a member of a search and rescue team, or a civilian accident investigator appointed by a law enforcement agency.

10.06.040 (MCA 61-8-106) Responsibility of Public Officers and Employees

(1) The provisions of this chapter applicable to the drivers of vehicles upon the roadways shall apply to the drivers of all vehicles owned or operated by the United States, this state, or any county, city, or town, district, or any other political subdivision of the state, except as

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provided in this section and subject to such specific exceptions as are set forth in this chapter with reference to authorized emergency vehicles.

(2) Unless specifically made applicable, the provisions of this chapter shall not apply to persons, teams, motor vehicles, and other equipment while actually engaged in work upon the surface of a roadway but shall apply to such persons and vehicles when traveling to or from such work.

10.06.050 (MCA 61-8-107) Police Vehicles and Emergency Vehicles

(1) The driver of a police vehicle or authorized emergency vehicle, when responding to an emergency call or when in the pursuit of an actual or suspected violator of the law or when responding to but not upon returning from a fire alarm, may exercise the privileges set forth in this section, but subject to the conditions in this section.

(2) The driver of a police vehicle or authorized emergency vehicle may:

- (a) park or stand, irrespective of the provisions of this chapter;
- (b) proceed past a red or stop signal or stop sign, but only after slowing down as may be necessary for safe operation;
- (c) exceed the speed limits as long as the driver does not endanger life or property;
- (d) disregard regulations governing direction of movement or turning.

(3) The exemptions granted to a police vehicle or authorized emergency vehicle apply only when the vehicle is making use of an audible or visual signal, or both.

(4) The provisions of this section do not relieve the driver of a police vehicle or authorized emergency vehicle from the duty to drive with due regard for the safety of all persons, and the provisions do not protect the driver from the consequences of the driver's reckless disregard for the safety of others.

10.06.060 (MCA 61-8-201) Obedience to Traffic Control

Unless otherwise directed by a peace officer, flag person, crossing guard or public safety worker, the driver of a vehicle shall obey the instructions of an official traffic control device applicable to the driver's vehicle. The driver of an authorized emergency vehicle, a police vehicle or a highway patrol vehicle and the driver of a motor vehicle in a funeral procession are exempt from obedience to official traffic control devices and flag persons as provided in this chapter.

10.06.070 (MCA 61-8-210) Display of Unauthorized Signs, Signals or Markings

(1) A person may not place, maintain, or display upon or in view of a roadway any unauthorized sign, signal, marking, or device that purports to be or is an imitation of or resembles an official traffic control device, that attempts to direct the movement of traffic, or that hides from view or interferes with the effectiveness of any official traffic control device or flag person.

(2) A person may not place or maintain and a public authority may not permit commercial advertising on an official traffic control device on a roadway, except for business signs included as a part of official motorist service panels or roadside area information panels approved by the department of transportation.

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(3) This section does not prohibit the erection of signs upon private property adjacent to roadways that give useful directional information and that are of a type that cannot be mistaken for official signs.

10.06.080 (MCA 61-8-301) Reckless Driving

(1) A person commits the offense of reckless driving if the person:

(a) operates a vehicle in willful or wanton disregard for the safety of persons or property; or
(b) operates a vehicle in willful or wanton disregard for the safety of persons or property while passing, in either direction, a school bus that has stopped and is displaying the visual flashing red signal.

(2) A person who is convicted of the offense of reckless driving or of reckless endangerment of a roadway worker may be subject to the penalties provided in MCA 61-8-715.

(3) A person commits the offense of reckless endangerment of a roadway worker, if the person purposely, knowingly or negligently drives a motor vehicle in a roadway construction zone in a manner that endangers persons or property or if the person purposely removes, ignores, or intentionally strikes an official traffic control device in a construction zone for reasons other than:

(a) avoidance of an obstacle;
(b) an emergency; or
(c) to protect the health and safety of a vehicle occupant or of another person.

(4) As used in this section:

(a) "construction zone" has the same meaning as provided in MCA 61-8-314; and
(b) "roadway worker" means an employee of the department of transportation, a local authority, a utility company, or a private contractor.

10.06.090 (MCA 61-8-302) Careless Driving

(1) A person operating or driving a vehicle on a roadway shall drive it in a careful and prudent manner that does not unduly or unreasonably endanger the life, limb, property, or other rights of a person entitled to the use of the roadway.

(2) A person who is convicted of the offense of careless driving may be subject to the penalties provided in MCA 61-8-711 or MCA 61-8-716.

10.06.100 (MCA 61-8-303) Speed Restrictions - Modifications

(1) Except as modified and posted by the department of transportation on state roadways or by the board of county commissioners on county roadways, the speed limit for vehicles traveling on roadways within the town shall be twenty-five (25) miles an hour.

(2) A vehicle subject to the speed limit imposed in subsection (1) may exceed the speed limits imposed in subsection (1) by ten (10) miles an hour in order to overtake and pass a vehicle and return safely to the right-hand lane.

(3) The speed limit prescribed in subsection (1) shall be reduced, as authorized by MCA 7-14-4103, to fifteen (15) miles an hour for the following roadways:

(a) Park - From Third to the South Town Limits
(b) Spring - From Third to Park
(c) Fifth - From Pine to Park

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- (d) Seventh - From College to Eighth
- (e) Eighth - From College to Seventh
- (f) College - From Seventh to Tenth
- (g) Second - From Buck to the Lewis and Clark Park
- (h) “ E. 3rd Street to E. 2nd Street via Railroad Ave”

(4) The speed limit prescribed in subsection (1) shall be reduced, as authorized by MCA 7-14-4103, to twenty (20) miles an hour for the following roadways:

- (a) Chilcott - From Barbara to the Valley View
- (b) Smith - From Barbara to Valley View
- (c) Barbara - From Main to Smith
- (d) Valley View - From Main to Smith
- (e) Turner - From Chilcott to Smith
- (f) Heritage - From Chilcott to Smith

(5) Subject to the maximum speed limits set forth herein, a person shall operate a vehicle in a careful and prudent manner and at a reduced rate of speed no greater than is reasonable and prudent under the conditions existing at the point of operation, taking into account the amount and character of traffic, visibility, weather, and roadway conditions.

“Future amendments to Sec. 10.06.100 (3) and (4) may be set by resolution.”

10.06.110 (MCA 61-8-311) Minimum Speed Regulations

(1) A person may not drive a motor vehicle at a speed slow enough to impede or block the normal and reasonable movement of traffic except when reduced speed is necessary for safe operation or in compliance with law.

(2) Where passing is unsafe because of oncoming traffic or other conditions, the operator of a slow-moving vehicle behind which four or more vehicles are formed in line shall turn off the roadway at the nearest area where a sufficient and safe turnout exists in order to permit the vehicles following it to proceed. If the shoulder of the roadway to the right of the slow-moving vehicle is wide enough and is in a condition allowing safe travel, the operator of the slow-moving vehicle may drive onto the shoulder and proceed at a safe speed until passed. As used in this section, a slow-moving vehicle is one that is proceeding at a rate of speed less than the normal flow of traffic at the particular time and place.

10.06.120 (MCA 61-8-314) Construction and Work Zones - Definitions

(1) As used in this section, the following definitions apply:

(a) "Construction zone" means an area on a roadway or on the adjacent right-of-way where construction, repair, maintenance, or survey work is being performed by the department of transportation, the town, a utility company or a private contractor under contract with the department of transportation or the town. A construction zone may include a work zone.

(b) "Public roadway" has the same meaning as in MCA 60-1-103.

(c) "Work zone" means the area where the construction, repair, maintenance or survey work is actually taking place. The boundaries of the work zone must be clearly identified by the posting of signs.

(2) A person may not operate a motor vehicle in a construction zone or in a work zone

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on a roadway in violation of any of the provisions of this chapter.

(3) The speed limit in a construction zone or in a work zone shall be set by the department of transportation or the town based on traffic conditions or the condition of the construction, repair, maintenance or survey project.

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(4) If the department of transportation, town, utility company or private contractor determines, based on traffic conditions or the condition of the construction, repair and maintenance or survey project, that special speed limits in work zones or construction zones are warranted:

(a) Signs shall be posted that:

- (i) conform to the department of transportation's manual on uniform traffic control devices;
- (ii) indicate the boundaries of the construction zone and the work zone; and
- (iii) display the speed limit in effect within both zones.

(b) The department of transportation, town, utility company or private contractor shall clearly indicate at the boundary of a construction zone that a person who violates any of the provisions of this chapter in the work zone is subject to the fine provided in subsection (5)(a) below.

(c) The boundaries of the work zone may not exceed 500 feet in advance of and beyond the actual construction activity.

(d) The department of transportation, town, utility company or private contractor shall remove or cover the signs when no work is in progress and no hazard exists.

(5) A person convicted of a traffic violation in a work zone is guilty of a misdemeanor. Upon arrest and conviction, the person shall be punished by a fine of not less than double the penalty provided for the violation in this chapter.

10.06.130 (MCA 61-8-316) Fleeing From or Eluding Peace Officer

A person operating a motor vehicle commits the offense of fleeing from or eluding a peace officer if a uniformed peace officer operating a police vehicle in the lawful performance of the peace officer's duty gives the person a visual or audible signal by hand, voice, emergency light, or siren directing the person to stop the motor vehicle and the person knowingly fails to obey the signal by increasing the speed of the motor vehicle, continuing at a speed that is ten (10) or more miles an hour above the applicable speed limit, extinguishing the motor vehicle's lights, or otherwise fleeing from, eluding, or attempting to flee from or elude the peace officer.

10.06.140 (MCA 61-8-317) Vehicles Engaged in Mobile Roadway Maintenance

The operator of a vehicle shall yield the right-of-way to an authorized vehicle that is engaged in roadway maintenance activities when the authorized vehicle is displaying flashing lights that meet the requirements of the department of transportation.

10.06.150 (MCA 61-8-320) Right-of-Way for Bicycles

(1) The operator of a motor vehicle may not:

- (a) intentionally interfere with the movement of a person who is lawfully riding a bicycle; or
- (b) overtake and pass a person riding a bicycle unless the operator of the motor vehicle can do so safely without endangering the person riding the bicycle.

(2) The operator of a motor vehicle shall yield the right-of-way to a person who is riding a bicycle within a designated bicycle lane.

10.06.160 (MCA 61-8-321) Drive on Right Side of Roadway- Exceptions

(1) Upon all roadways of sufficient width, a vehicle must be operated upon the right half of the roadway, except as follows:

- (a) when overtaking and passing another vehicle proceeding in the same direction under the

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rules governing the passing movement;

(b) when the right half of a roadway is closed to traffic while under construction or repair;

(c) upon a roadway divided into three marked lanes for traffic under the rules applicable on a divided roadway;

(d) upon a roadway designated by official traffic control devices for one-way traffic;

(e) when the operator is complying with the provisions of section 10.06.350 of this chapter;

or

(f) when an obstruction exists that makes it necessary to drive to the left of the center of the roadway.

(2) A person operating a vehicle to the left of the center of the roadway for any of the reasons provided in subsection (1) shall yield the right-of-way to all vehicles traveling in the proper direction upon the unobstructed portion of the roadway that are within a distance that constitutes an immediate hazard.

(3) A vehicle proceeding at less than the normal speed of traffic at the time and place and under the conditions then existing must be operated in the right-hand lane then available for traffic, or as close as practicable to the right-hand curb or edge of the roadway except when overtaking and passing another vehicle proceeding in the same direction or when preparing for a left turn at an intersection or into a private road or driveway.

10.06.170 (MCA 61-8-322) Passing Vehicles Proceeding in Opposite Directions

Drivers of vehicles proceeding in opposite directions shall pass each other to the right, and upon roadways having width for not more than one line of traffic in each direction, each driver shall give to the other at least one-half of the main-traveled portion of the roadway.

10.06.180 (MCA 61-8-323) Overtaking Vehicle on Left

The following rules govern the overtaking and passing of vehicles proceeding in the same direction, subject to the limitations, exceptions, and special rules provided in this chapter:

(1) The operator of a vehicle overtaking another vehicle proceeding in the same direction shall pass to the left of the other vehicle at a safe distance and may not again drive to the right side of the roadway until safely clear of the overtaken vehicle.

(2) Except when overtaking and passing on the right is permitted, the operator of an overtaken vehicle shall give way to the right in favor of the overtaking vehicle upon an audible signal or the use of signal lamps, and may not increase the speed of the vehicle until completely passed by the overtaking vehicle. When giving way to the right on a two-lane roadway, the operator of the vehicle being overtaken may travel upon the shoulder at a safe speed until passed if the shoulder is wide enough and is in a condition allowing safe travel.

10.06.190 (MCA 61-8-324) Overtaking Vehicle on Right

(1) The operator of a vehicle may overtake and pass upon the right of another vehicle only when the vehicle overtaken is making or about to make a left turn.

(2) The operator of a vehicle may overtake and pass another vehicle upon the right only under conditions permitting safe movement. The movement may not be made by driving off the pavement or main-traveled portion of the roadway.

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10.06.200 (MCA 61-8-325) Limitations on Overtaking on the Left

(1) A vehicle may not be driven to the left side of the center of the roadway in overtaking and passing another vehicle proceeding in the same direction unless the left side is clearly visible and is free of oncoming traffic for a sufficient distance ahead to permit the overtaking and passing to be completely made without interfering with the safe operation of any vehicle approaching from the opposite direction or any vehicle overtaken.

(2) A vehicle may not be driven to the left side of the roadway under the following conditions:

(a) when approaching the crest of a grade or upon a curve in the roadway where the driver's view is obstructed within a distance that creates a hazard in the event that another vehicle might approach from the opposite direction;

(b) when approaching within 100 feet of or traversing any intersection or railroad grade crossing, unless otherwise indicated by an official traffic control device; or

(c) when the view is obstructed upon approaching within 100 feet of any bridge, viaduct, or tunnel.

10.06.210 (MCA 61-8-326) No-passing Zones

(1) The department of transportation and the town may determine those portions of a roadway in their respective jurisdictions where overtaking and passing or driving to the left of the center of the roadway would be especially hazardous, and they may by official traffic control devices on the roadway indicate the beginning and end of these zones. When the official traffic control devices are in place and clearly visible to an ordinarily observant person, an operator of a vehicle shall obey the directions of those devices.

(2) Where official traffic control devices are in place to define a no-passing zone as set forth in subsection (1), an operator of a vehicle may not drive on the left side of the roadway within the no-passing zone or on the left side of a pavement striping designed to mark the no-passing zone throughout its length.

10.06.220 (MCA 61-8-328) Driving on Roadways with Marked Traffic Lanes

Whenever a roadway has been divided into two or more clearly marked lanes for traffic, the following rules, in addition to all other consistent rules, apply:

(1) A vehicle must be operated as nearly as practicable entirely within a single lane and may not be moved from the lane until the operator has first ascertained that the movement can be made with safety.

(2) Upon a roadway that is divided into three lanes and that provides for two-way movement of traffic, a vehicle may not be operated in the center lane except:

(a) when overtaking and passing another vehicle traveling in the same direction where passing is allowed and where the center lane is clear of traffic within a safe distance; or

(b) when the center lane is at the time allocated exclusively to traffic moving in the direction that the vehicle is proceeding, and the allocation is designated by official traffic control devices.

(3) Official traffic control devices may be erected directing specified traffic to use a designated lane or designating those lanes to be used by traffic moving in a particular direction regardless of the center of the roadway. Operators of vehicles shall obey the directions of every official traffic control device that designates use of specific lanes.

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(4) A person may turn a vehicle left across a lane marked with two yellow lines into a public or private parking lot, private road, private driveway, or roadway if the turn can be made safely and if the person does not hinder the flow of oncoming traffic.

(5) Official traffic control devices may be installed that prohibit the changing of lanes on sections of a roadway, and operators of vehicles shall obey the directions of those devices.

(6) A motor vehicle may not be driven or parked in a bicycle lane that is signed and delineated as a bicycle lane by official traffic control devices.

10.06.230 (MCA 61-8-329) Following Too Closely

(1) The driver of a motor vehicle may not follow another vehicle more closely than is reasonable and prudent, having due regard for the speed of the vehicles and the traffic upon and the condition of the roadway.

(2) A motor vehicle being driven upon a roadway outside of a business or residence district, including in a caravan or motorcade, whether or not towing other vehicles, must be operated in a manner that allows sufficient space between each vehicle or combination of vehicles to enable any other vehicle to enter and occupy the space without danger. This provision does not apply to funeral processions.

10.06.240 (MCA 61-8-333) Required Method of Turning at Intersections

(1) The operator of a vehicle intending to turn at an intersection shall do so as follows:

(a) The approach for a right turn and a right turn must be made as close as practicable to the right-hand curb or edge of the roadway.

(b) At an intersection where traffic is permitted to move in both directions on each roadway entering the intersection, an approach for a left turn must be made in that portion of the right half of the roadway nearest the center line of the roadway and by passing to the right of the center line where it enters the intersection. After entering the intersection, the left turn must be made so as to leave the intersection to the right of the center line of the roadway being entered. Whenever practicable the left turn must be made in that portion of the intersection to the left of the center of the intersection.

(c) At an intersection where traffic is restricted to one direction on one or more of the roadways, the operator of a vehicle intending to turn left shall approach the intersection in the extreme left-hand lane lawfully available to traffic moving in the direction of travel of the vehicle. After entering the intersection, the left turn must be made so as to leave the intersection, as nearly as practicable, in the left-hand lane lawfully available to traffic moving in the direction upon the roadway being entered.

(d) A person making a turn under subsection (1)(a), (1)(b), or (1)(c) is entitled to the full use of the lane from which the turn may be legally made.

(2) The following shall apply to bicycles movements at an intersection:

(a) A person operating a bicycle who intends to turn left shall follow the course described in subsection (1) or in subsection (2)(b).

(b) A person operating a bicycle who intends to turn left shall approach the turn as close as practicable to the right curb or edge of the roadway. After proceeding across the intersecting roadway, the person shall make the turn as close as practicable to the curb or edge of the roadway on the far right side of the intersection. After turning, the person shall yield to through traffic and shall comply with any official traffic control device or police officer regulating traffic on

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the roadway along which the person intends to proceed.

(3) Local authorities in their respective jurisdictions may place official traffic control devices within or adjacent to intersections, directing that a different course from that specified in this section be traveled by vehicles turning at an intersection. Where official traffic control devices that direct a different course are placed, the operator of a vehicle may not turn the vehicle other than as directed by the official traffic control devices.

(4) Where a special lane has been indicated by official traffic control devices allowing operators of vehicles proceeding in opposite directions to make left turns:

(a) a left turn may not be made from any other lane; and

(b) a vehicle may not be operated in the lane except when making a left turn from or onto the roadway or when making a U-turn when that movement is permitted by law.

10.06.250 (MCA 61-8-334) Limitation on U-turns and J-turns

An operator of a vehicle may not turn the vehicle to proceed in the opposite direction unless the movement can be made safely and without interfering with other traffic; provided that no U-turn nor J-turn to take a parking place on the opposite side of the street shall be allowed on Main Street within the Town of Stevensville between the north town limits and the south town limits.

10.06.260 (MCA 61-8-335) Starting Parked Vehicle

No person shall start a vehicle which is stopped, standing, or parked unless and until such movement can be made with reasonable safety.

10.06.270 (MCA 61-8-336) Turning Movements and Required Signals

(1) A person may not turn a vehicle at an intersection unless the vehicle is in proper position upon the roadway as required by section 10.06.240 of this chapter or turn a vehicle to enter a private road or driveway or otherwise turn a vehicle from a direct course or move right or left upon a roadway unless the movement can be made with reasonable safety and until an appropriate signal has been given. A person may not turn a vehicle without giving an appropriate signal in the manner provided in this section.

(2) A signal of intention to turn right or left, other than when passing, must be given continuously during not less than the last 100 feet traveled by the vehicle before turning in any business district, residence district, or urban district.

(3) A signal of intention to turn right or left, other than when passing, must be given continuously during not less than the last 300 feet traveled by the vehicle before turning in areas other than those set forth in subsection (2).

(4) A person may not stop or suddenly decrease the speed of a vehicle without first giving an appropriate signal to the operator of a vehicle immediately to the rear when there is opportunity to give the signal.

10.06.280 (MCA 61-8-339) Vehicles Approaching or Entering Uncontrolled Intersection

(1) When two or more vehicles approach or enter an uncontrolled intersection from different roadways, the driver of the vehicle on the left shall yield the right-of-way to all vehicles approaching from the right that are close enough to constitute an immediate hazard; provided that the driver of a vehicle on a roadway that intersects another roadway without crossing it shall

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yield the right-of-way to all vehicles approaching from the other roadway that are close enough to constitute an immediate hazard.

(2) The right-of-way rule declared in subsection (1) is modified at through roadways and otherwise as stated in this chapter.

10.06.290 (MCA 61-8-340) Vehicles Turning Left at Intersection

The operator of a vehicle within an intersection intending to turn to the left shall yield the right-of-way to any vehicle approaching from the opposite direction that is within the intersection or close enough to the intersection to constitute an immediate hazard. Once the operator has yielded and provided the operator is giving a signal when and as required by this chapter, the operator may make the left turn and the operators of all other vehicles approaching the intersection from the opposite direction shall yield the right-of-way to the vehicle making the left turn. The provisions of this section do not apply where it is otherwise directed by official traffic control devices.

10.06.300 (MCA 61-8-341) Vehicles Entering Through Roadway

(1) The operator of a vehicle shall stop as required by section 10.06.330 of this chapter at the entrance to a through roadway and shall yield the right-of-way to other vehicles that are approaching close enough on the through roadway to constitute an immediate hazard. Once the operator has yielded, the operator may proceed and the operators of all other vehicles approaching the intersection on the through roadway shall yield the right-of-way to the vehicle proceeding into or across the through roadway.

(2) As used in this section, "through roadway" means a roadway or portion of a roadway at the entrances to which vehicular traffic from intersecting roadways is required by law to stop before entering or crossing and when stop signs are erected as provided in this chapter.

10.06.310 (MCA 61-8-342) Vehicles Approaching "Yield" Sign

The operator of a vehicle approaching a "Yield" sign is subject to the following provisions:

(1) The operator shall slow to a speed that is reasonable for existing conditions and, if required for safety, shall stop before entering the intersection.

(2) After slowing or stopping, the operator shall yield the right-of-way to any vehicle in the intersection or approaching on another roadway close enough to constitute an immediate hazard during the time that the operator is moving across or within the intersection or junction of roadways.

(3) The operator of a vehicle shall yield the right-of-way to pedestrians within crosswalks at the intersection.

(4) If the operator of a vehicle, after having driven past a "Yield" sign, is involved in a collision with another vehicle at an intersection or junction of roadways or with a pedestrian in an adjacent crosswalk, the collision is considered prima facie evidence of the operator's failure to yield right-of-way.

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10.06.320 (MCA 61-8-343) Vehicles Entering Roadway from Private Road, Driveway or Alley

The operator of a vehicle about to enter or cross a roadway from a private road, driveway or alley shall stop and yield the right-of-way to all vehicles approaching on the roadway.

10.06.330 (MCA 61-8-344) Vehicles to Stop at Stop Signs

The operator of a vehicle approaching a "Stop" sign shall stop before entering the crosswalk on the near side of the intersection or, in the event there is no crosswalk, the operator shall stop at a clearly marked stop line. If there is not a clearly marked stop line, the operator shall stop at the point nearest the intersecting roadway where the operator has a view of approaching traffic on the intersecting roadway before entering the intersection except when directed to proceed by a police officer, highway patrol officer or traffic control signal.

10.06.340 (MCA 61-8-345) Vehicles to Stop Before Emerging from Alley, Driveway, Private Road or Building

The operator of a vehicle who is emerging from an alley, driveway, private road or building shall stop the vehicle immediately prior to driving onto a sidewalk or onto the sidewalk area extending across an alley, driveway or private road and shall yield the right-of-way to pedestrians. Upon entering the roadway, the operator shall yield the right-of-way to all vehicles approaching on the roadway.

10.06.350 (MCA 61-8-346) Operation of Vehicles on Approach of Authorized Emergency Vehicles or Police Vehicles - Approaching Stationary Emergency Vehicles or Police Vehicles

(1) Upon the immediate approach of an authorized emergency vehicle making use of audible and visual signals or of a police vehicle properly and lawfully making use of an audible signal only, the operator of every other vehicle shall yield the right-of-way and shall immediately drive to a position parallel to, and as close as possible to, the right-hand edge or curb of the roadway clear of any intersection and shall stop and remain in that position until the authorized emergency vehicle or police vehicle has passed, except when otherwise directed by a police officer or highway patrol officer.

(2) This section does not relieve the driver of an authorized emergency vehicle or police vehicle from the duty to drive with due regard for the safety of all persons using the roadway.

(3) Except as provided in subsection (4), upon approaching a stationary authorized emergency vehicle or police vehicle that is displaying visible signals of flashing or rotating amber, blue, red, or green lights, the operator of the approaching vehicle shall:

(a) reduce the vehicle's speed, proceed with caution, and, if possible, considering safety and traffic conditions, move to a lane that is not adjacent to the lane in which the authorized emergency vehicle or police vehicle is located or move as far away from the authorized emergency vehicle or police vehicle as possible; or

(b) if changing lanes is not possible or is determined to be unsafe, reduce the vehicle's speed, proceed with caution, and maintain a reduced speed, appropriate to the road and the conditions, through the area where the authorized emergency vehicle or police vehicle is stopped.

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10.06.360 (MCA 61-8-347) Obedience to Signal Indicating Approach of Train or Other On-Track Equipment

(1) When a person operating a vehicle approaches a railroad crossing under any of the circumstances stated in this section, the operator of the vehicle shall stop as close as practicable but not less than 15 feet from the nearest rail of the railroad and may not proceed until the operator can do so safely. These requirements apply when:

(a) a clearly visible electric or mechanical signal device gives warning of the presence or immediate approach of a railroad train or other on-track equipment;

(b) a crossing gate is lowered or when a flag person gives a signal of the approach or passage of a railroad train or other on-track equipment;

(c) a railroad train approaching within approximately 1,500 feet of the crossing emits a signal audible from that distance, except at crossings within quiet zones established under MCA 69-14-620, indicating that the train is an immediate hazard because of its speed or nearness to the crossing; or

(d) an approaching railroad train or other on-track equipment is plainly visible and is in hazardous proximity to the crossing.

(2) A person may not operate a vehicle through, around, or under any crossing gate or barrier at a railroad grade crossing while the gate or barrier is closed or is being opened or closed.

10.06.370 (MCA 61-8-349) Stopping Required at Railroad Grade Crossings

(1) Certain vehicles shall be required to stop at all railroad crossings.

(a) Except as provided in subsection (1)(b), the driver of a motor vehicle carrying seven or more passengers for hire, a school bus with or without passengers, or a vehicle carrying explosive substances or flammable liquids as a cargo or part of a cargo, before crossing at grade any track or tracks of a railroad, shall stop the vehicle as close as practicable but not less than 15 feet from the nearest rail of the railroad and while stopped shall open the door, in the case of a school bus, and shall listen and look in both directions along the track for an approaching train or other on-track equipment and for signals indicating the approach of a train or other on-track equipment and may not proceed until the driver can do so safely. After stopping as required in this section and upon proceeding when it is safe to do so, the operator of a vehicle may cross only in a gear of the vehicle that requires no changing gears while traversing the crossing. The operator may not shift gears while crossing the track or tracks.

(b) A stop is not required at a crossing where a police officer; highway patrol officer or official traffic control device directs traffic to proceed.

(2) As used in this section, "official traffic control device" does not include a railroad grade crossing signal.

10.06.380 (MCA 61-8-351) Meeting or Passing School Bus

(1) Upon overtaking from either direction, a school bus that has stopped on the roadway or street to receive or discharge school children, a driver of a motor vehicle:

(a) shall stop the motor vehicle not less than approximately 15 feet before reaching the school bus when there is in operation on the bus a visual flashing red signal; and

(b) may not proceed until the children have entered the school bus or have alighted and reached the side of the roadway or street and until the school bus ceases operation of its visual

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flashing red signal.

(2) The driver of a motor vehicle shall slow to a rate of speed that is reasonable under the conditions existing at the point of operation and must be prepared to stop when meeting or overtaking from either direction a school bus that is preparing to stop on the roadway or street to receive or discharge school children as indicated by flashing amber lights.

10.06.390 (MCA 61-8-352) Prohibited Operation of Special Lighting Equipment

It shall be unlawful to operate any flashing or warning signal light on any school bus except when the school bus is preparing to stop or is stopped on a roadway for the purpose of permitting school children to board or alight from said school bus.

10.06.400 (MCA 61-8-353) Stopping, Standing or Parking a Vehicle on Roadway

(1) No person shall stop, park or leave standing any vehicle, whether attended or unattended, upon the paved or main-traveled part of the roadway when it is practical to stop, park, or so leave such vehicle off such part of said roadway, but in every event an unobstructed width of the roadway opposite a standing vehicle shall be left for the free passage of other vehicles. No person shall stop, stand, or park any vehicle upon such roadway unless such vehicle can be seen by the driver of any other vehicle approaching from either direction within 500 feet and unless drivers approaching from opposite directions are visible to each other when both are at least 500 feet from the vehicle to be stopped, turned, or parked, except in cases of justifiable emergency.

(2) This section shall not apply to the driver of any vehicle which is disabled while on the paved or main-traveled portion of a roadway in such manner and to such extent that it is impossible to avoid stopping and temporarily leaving such disabled vehicle in such position.

10.06.410 (MCA 61-8-354) Other Prohibited Stopping, Standing and Parking Areas

(1) A person may not stop, stand or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or the directions of a police officer, highway patrol officer or traffic control device, in any of the following places:

- (a) on a sidewalk;
- (b) in front of a public or private driveway;
- (c) within an intersection;
- (d) within 15 feet of a fire hydrant;
- (e) on a crosswalk;
- (f) within 20 feet of a crosswalk at an intersection;
- (g) within 30 feet upon the approach to any flashing beacon, stop sign, or official traffic control device located at the side of a roadway;
- (h) between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless the local authorities indicate a different length by signs or markings;
- (i) within 50 feet of the nearest rail of a railroad crossing;
- U) within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of the entrance when properly signposted;
- (k) alongside or opposite any street excavation or obstruction when stopping, standing, or

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parking would obstruct traffic;

- (l) on the roadway side of any vehicle stopped or parked at the edge or curb of a street;
- (m) upon any bridge or other elevated structure upon a roadway; or
- (n) at any place where official traffic control devices prohibit stopping.

(2) A person may not move a vehicle not lawfully under the person's control into a prohibited area or an unlawful distance away from a curb.

(3) As used in this section, "safety zone" means the area or space that is officially set apart within a roadway for the exclusive use of pedestrians and that is protected or is so marked or indicated by adequate signs as to be plainly visible at all times while set apart as a safety zone.

10.06.420 (MCA 49-4-302) Special Parking Restrictions - Limitations

(1) No motor vehicle shall be parked in a parking space on any roadway or public or private property that is clearly identified by an official sign as being reserved for the use by a person with a disability unless:

(a) the vehicle shall be displaying a valid handicapped parking permit issued by the department of transportation; or

(b) the vehicle shall have a distinguishing license plate or placard displaying the letters "DV" or a wheelchair issued by the department of transportation.

(2) No motor vehicle shall be parked upon any roadway or public property which has been properly posted as "No Parking."

(3) With the exception of those vehicles being operated by a person with a disability as provided in subsection (1), no vehicle shall be parked for longer than two (2) hours between the hours of 9:00 a.m. and 5:00 p.m. on Main Street from First Street to Fourth Street.

(3) A person who parks a motor vehicle in violation of this chapter shall be guilty of a misdemeanor and punishable as follows:

- (a) for a violation of subsection (1), a fine of \$100;
- (b) for a violation of subsection (2), a fine of \$10; or
- (c) for a violation of subsection (3), a fine of \$5.

10.06.430 (MCA 61-8-356) Parking or Leaving Vehicles on Public Property

(1) A vehicle may not be parked or left standing upon the right-of-way of a state-controlled roadway for a period longer than 48 hours or upon any other roadway or town property for a period longer than 5 days.

(2) The abandonment of a vehicle, other than a bicycle, on a roadway, public property or private property creates a prima facie presumption that the last-registered owner of the vehicle is responsible for the abandonment and is liable for the costs incurred in removing, storing, and disposing of the abandoned vehicle, less the amount realized if the vehicle is sold.

(3) The filing of a theft report with a law enforcement agency prior to the abandonment relieves the last-registered owner of liability under subsection (2).

10.06.440 (MCA 61-8-357) Unattended Motor Vehicles

No person driving or in charge of a motor vehicle shall permit it to stand unattended without first stopping the engine and effectively setting the brake thereon and, when standing

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upon any grade, turning the front wheels to the curb or side of the roadway in such a manner as to prevent the vehicle from rolling onto the roadway.

10.06.450 (MCA 61-8-358) Limitations on Backing

The driver of a vehicle shall not back the same unless such movement can be made with reasonable safety and without interfering with other traffic.

10.06.460 (MCA 61-8-359) Riding a Motorcycle or Quadricycle

(1) A person operating a motorcycle or quadricycle on public streets or roadways may ride only upon the permanent and regular seat attached to the motorcycle or quadricycle. The operator may not carry any other person and another person may not ride on a motorcycle or quadricycle unless the motorcycle or quadricycle is designed to carry more than one person, in which event a passenger may ride upon the permanent and regular seat if designed for two persons or upon another seat firmly attached to the rear or side of the operator.

(2) A passenger may not be carried in a position that will interfere with the operation of the motorcycle or quadricycle or the view of the operator.

(3) A person operating a motorcycle or quadricycle may not carry any packages, bundles, or articles that would prevent the operator from keeping both hands on the handlebars or that would interfere with the operation of the vehicle in a safe and prudent manner.

(4) A person may ride upon a motorcycle or quadricycle only while sitting astride the seat, facing forward, with one leg on each side of the motorcycle or quadricycle.

(5) Except as provided in subsections (5)(a) and (5)(b), motorcycles and quadricycles must be operated with lights on at all times when operated on any roadway. A motorcycle or quadricycle may be operated without lights from one-half hour before sunrise to one-half hour after sunset if:

(a) the motorcycle is registered as a collector's item and if persons and vehicles are clearly discernible at a distance of 500 feet; or

(b) the motorcycle or quadricycle is being driven to the nearest repair facility for headlamp repair.

(6) No more than two motorcycles may be operated side by side in a single traffic lane.

(7) All motor vehicles, including motorcycles and quadricycles, are entitled to the full use of a traffic lane, and a vehicle may not be driven or operated in a manner that deprives any other vehicle of the full use of a traffic lane, except that motorcycles may, with the consent of both drivers, be operated no more than two abreast in a single traffic lane.

(8) Every person riding a motorcycle or quadricycle upon a roadway is granted all of the rights and is subject to all of the duties applicable to the driver of a motor vehicle except for those provisions which, by their nature, can have no application.

(9) "Motorcycle" and "quadricycle" shall be as defined in MCA 61-1-101.

10.06.470 (MCA 61-8-360) Obstruction to Driver's View

(1) A person may not operate a vehicle, other than a bicycle, with more than three people in the front seat or with any load or number of people in the front seat that would obstruct the view of the operator to the front or sides of the vehicle or that would interfere with the operator's control over the driving mechanism of the vehicle.

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(2) A passenger in a vehicle may not ride in a position that interferes with the operator's view ahead or to the sides or that interferes with the operator's control over the driving mechanism of the vehicle.

10.06.480 (MCA 61-8-363) Following Fire Apparatus

The operator of a vehicle other than one on official business may not follow a fire apparatus traveling in response to a fire call closer than 500 feet or drive into or stop the vehicle within 500 feet of where the fire apparatus has stopped in answer to a fire call.

10.06.490 (MCA 61-8-364) Crossing Firehose

A vehicle may not be operated over an unprotected hose of a fire department, when the hose is laid down on any roadway, private road or private driveway, to be used at any fire or alarm of fire, without the consent of the fire agency official in command.

10.06.500 (MCA 61-8-366) Riding on Fenders or Running Boards

Any person driving a vehicle shall not permit passengers to ride on the fenders or running boards, nor shall any passenger ride on the fenders or running boards of a vehicle.

10.06.510 (MCA 61-8-368) Opening and Closing Vehicle Doors

A person may not open a door of a motor vehicle unless it is reasonably safe to do so without interfering with the movement of other traffic. A person may not leave a door open on a side of a vehicle adjacent to moving traffic for a period of time longer than is necessary to load or unload passengers.

10.06.520 (MCA 61-8-370) Securing Load - Requirement

(1) A person operating a loaded vehicle on a roadway shall load the vehicle or secure the load sufficiently to prevent littering or creating an obstruction dangerous to the public traveling on the roadway.

(2) The following vehicles are exempt from the provisions in subsection (1):

- (a) a commercial motor vehicle that is operating in compliance with state and federal laws and requirements governing the securing of loads;
- (b) a vehicle transporting processed or unprocessed agricultural products or inputs, including but not limited to fertilizer, manure, and pesticides;
- (c) a vehicle performing road maintenance; and
- (d) a vehicle in a marked construction zone.

10.06.530 (MCA 61-8-375) Unlawful Operation of Nonstandard Motorized Vehicle

A person may not operate a nonstandard motorized vehicle on roadways open to the public unless the operation is specifically authorized by the town for a public way under its jurisdiction.

10.06.540 (MCA 61-8-380) Funeral Procession Right-of-Way

(1) Except as provided in subsection (4), pedestrians and operators of motor vehicles shall yield the right-of-way to a motor vehicle that is part of a funeral procession being led by a funeral lead vehicle or a funeral escort vehicle.

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(2) After a funeral lead vehicle enters an intersection, the other vehicles in the funeral procession may continue to follow the funeral lead vehicle through the intersection despite any official traffic control device, right-of-way provisions of this chapter, or local ordinance if the operator exercises reasonable care toward any other vehicle or pedestrian. When the funeral lead vehicle arrives at an intersection, it must comply with the requirements of any official traffic control device, right-of-way provision of this chapter, and local ordinance.

(3) Except as provided in subsection (4), a driver of a funeral escort vehicle may direct the drivers of other vehicles in a funeral procession to proceed through an intersection or to make turns or other movements despite any official traffic control device. The driver of a funeral escort vehicle may direct and control the drivers of vehicles not in a funeral procession, including those in or approaching an intersection, to stop, proceed, or make turns or other movements without regard to an official traffic control device. Persons directing traffic shall comply with the requirements for a flag person. However, use of a funeral escort vehicle is not required.

(4) A vehicle in a funeral procession has the right-of-way at intersections regardless of official traffic control devices, except that an operator of a vehicle in a funeral procession shall yield the right-of-way to an approaching authorized emergency vehicle giving an audible or visual signal or when directed to do so by a highway patrol officer or police officer. This section does not relieve the driver of a vehicle in a funeral procession from the duty to drive with due regard for the safety of all persons using the roadway.

10.06.550 (MCA 61-8-383) Vehicles Not in Funeral Procession

The driver of a vehicle that is not part of a funeral procession may not:

- (1) drive between the vehicles forming a funeral procession while they are in motion except when authorized to do so by a police officer or driving an authorized emergency vehicle emitting an audible or visible signal;
- (2) join a funeral procession to secure the right-of-way;
- (3) pass a funeral procession; or
- (4) enter an intersection when a funeral procession is proceeding through that intersection as permitted by section 10.06.540 of this chapter unless the driver can do so without crossing the path of the funeral procession.

10.06.560 (MCA 61-8-391) Operation of Golf Carts

- (1) A person may not operate a golf cart on a roadway unless the operation is specifically authorized by the town for a public street or roadway under its jurisdiction.
- (2) A person authorized to operate a golf cart under this section must have a valid driver's license.
- (3) A golf cart may not be operated on a roadway when permitted by this section unless it is equipped with:
 - (a) at least one and not more than two headlamps;
 - (b) at least one tail lamp;
 - (c) at least one reflector;
 - (d) stop lamps;
 - (e) a horn; and
 - (f) a mirror that reflects to the driver a view of the roadway.

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(4) Except as provided in MCA 61-3-321, a golf cart is exempt from titling, registration and mandatory liability insurance requirements.

10.06.570 (MCA 61-8-401) Driving Under Influence of Alcohol or Drugs

(1) It is unlawful and punishable, for a person who is under the influence of:

- (a) alcohol to drive or be in actual physical control of a vehicle upon a roadway;
- (b) a dangerous drug to drive or be in actual physical control of a vehicle;
- (c) any other drug to drive or be in actual physical control of a vehicle; or

(2) The fact that any person charged with a violation of subsection (1) is or has been entitled to use alcohol or a drug under the laws of this state does not constitute a defense against any charge of violating subsection (1).

(3) "Under the influence" means that as a result of taking into the body alcohol, drugs or any combination of alcohol and drugs, a person's ability to safely operate a vehicle has been diminished.

10.06.580 (MCA 61-8-406) Operation of Vehicles

(1) It is unlawful and punishable for any person to drive or be in physical control of:

- (a) a noncommercial vehicle upon the roadways of the town open to the public while the person's alcohol concentration, as shown by analysis of the person's blood, breath, or urine, is 0.08 or more; or
- (b) a commercial motor vehicle upon the roadways of the town open to the public while the person's alcohol concentration, as shown by analysis of the person's blood or breath, is 0.04 or more.

(2) Absolute liability, as provided in MCA 45-2-104, will be imposed for a violation of this section.

10.06.590 (MCA 61-8-410) Operation of Vehicle by Person under 21 years of Age

It is unlawful for a person under the age of 21 to drive or be in actual physical control of a vehicle upon a roadway who has an alcohol concentration of 0.02 or more. Absolute liability, as provided for in MCA 45-2-104, is imposed for a violation of this section.

10.06.600 (MCA 61-8-460) Open Alcoholic Beverage Container in Motor Vehicle

(1) Except as provided in subsection (2), a person commits the offense of unlawful possession of an open alcoholic beverage container in a motor vehicle if the person knowingly possesses an open alcoholic beverage container within the passenger area of a motor vehicle on a roadway.

(2) This section does not apply to an open alcoholic beverage container:

- (a) in a locked glove compartment or storage compartment;
- (b) in a motor vehicle trunk or luggage compartment or in a truck bed or cargo compartment;
- (c) behind the last upright seat of a motor vehicle that is not equipped with a trunk;
- (d) in a closed container in the area of a motor vehicle that is not equipped with a trunk and that is not normally occupied by the driver or a passenger; or
- (e) in the immediate possession of a passenger:

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- (i) of a motor vehicle, including a bus, taxi, or limousine, that is used for the transportation of persons for compensation and that includes the provision of a hired driver; or
- (ii) in the living quarters of a camper, travel trailer, or motor home.

10.06.610 (MCA 61-8-465) Aggravated DUI

(1) A person commits the offense of aggravated driving under the influence if the person is in violation of sections 10.06.570 (MCA 61-8-401) or 10.06.580 (MCA-8-406) of this chapter and at the same time of the offense:

- (a) the person's blood alcohol concentration is 0.16 or more;
- (b) the person is under the order of a court or the department to equip any motor vehicle the person operates with an approved ignition interlock device;
- (c) the person's driver's license or privilege to drive is currently suspended, canceled or revoked as a result of a prior violation of sections 10.06.570 (MCA 61-8-401) or 10.06.580 (MCA-8-406) of this chapter;
- (d) the person refuses to provide a breath or blood sample as required in MCA 61-8-402 and the person's driver's license or privilege to drive was suspended, canceled or revoked under MCA 61-8-402 within 10 years of the commission of the present offense; or
- (e) the person has one prior conviction or pending charge for a violation of MCA 45-5-106, MCA 45-5-205, sections 10.06.570 (MCA 61-8-401) or 10.06.580 (MCA-8-406) of this chapter, or this section within 3 years of the commission of the present offense; or the person has two or more prior convictions or pending charges, or any combination thereof, for violations of MCA 45-5-106, MCA 45-5-205, sections 10.06.570 (MCA 61-8-401) or 10.06.580 (MCA-8-406) of this chapter, or this section within 7 years of the commission of the present offense.

(2) Absolute liability, as provided for in MCA 45-2-104, is imposed for a violation of this section.

10.06.620 (MCA 61-8-501) Pedestrians Subject to Traffic Regulations

- (1) A pedestrian shall obey the instructions of any traffic control device that is specifically applicable to the pedestrian unless otherwise directed by a police officer.
- (2) Except when provisions by their nature can have no application, a person operating a manually or mechanically propelled wheelchair or other low-powered, mechanically propelled vehicle designed specifically for use by a physically disabled person is accorded the privileges and is subject to the restrictions applicable to pedestrians provided in this part.

10.06.630 (MCA 61-8-502) Pedestrians in Crosswalk - School Children

- (1) The operator of a motor vehicle shall yield the right of way, slowing down and stopping, if necessary, to a pedestrian crossing the roadway within a marked crosswalk or within an unmarked crosswalk at an intersection, but a pedestrian may not suddenly leave a curb or other place of safety and walk or run into the path of a vehicle that is so close that it is impossible for the operator to yield.
- (2) When a vehicle is stopped at a marked crosswalk or at an unmarked crosswalk at an intersection, the operator of a vehicle may make a right-hand turn if the pedestrian is in the opposite half of the roadway and is not in danger.
- (3) When a vehicle is stopped at a marked crosswalk or at an unmarked crosswalk at an intersection to permit a pedestrian to cross the roadway, the operator of any other vehicle

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approaching from the rear may not overtake and pass the stopped vehicle.

(4) A person may not operate a vehicle through a column of school children crossing a roadway or past a school crossing guard while the crossing guard is directing the movement of children across a roadway and while the crossing guard is holding an official sign in the stop position.

10.06.640 (MCA 61-8-503) Crossing at Other than Crosswalks

Every pedestrian crossing a roadway at any point other than within a marked crosswalk or within an unmarked crosswalk at an intersection shall yield the right-of-way to all vehicles upon the roadway.

10.06.650 (MCA 61-8-504) Operators to Exercise Due Care

Notwithstanding sections 10.06.600 thru 10.06.620 of this chapter, an operator of a vehicle shall exercise due care to avoid colliding with a pedestrian or with a person propelling a human-powered vehicle or using an assistive mobility device upon a roadway, shall give warning by sounding the horn when necessary, and shall exercise proper precaution upon observing a child or an obviously confused, incapacitated, or intoxicated person upon a roadway.

10.06.660 (MCA 61-8-507) Soliciting Rides, Business or Contributions

(1) A person may not stand on a roadway for the purpose of soliciting a ride.

(2) A person may not stand on a roadway for the purpose of soliciting employment, business or contributions from the occupant of a vehicle unless the solicitation is authorized by the town.

10.06.670 (MCA 61-8-509) Pedestrian's Right-of-Way on Sidewalks

The driver of a vehicle crossing a sidewalk shall yield the right-of-way to any pedestrian and all other traffic on the sidewalk.

10.06.680 (MCA 61-8-515) Pedestrian to Yield to Authorized Emergency Vehicle

(1) Upon the immediate approach of an authorized emergency vehicle making use of an audible signal and visual signals or of a police vehicle that is properly making use of an audible signal, a pedestrian shall yield the right-of-way to the authorized emergency vehicle or police vehicle.

(2) This section does not relieve the operator of an authorized emergency vehicle or a police vehicle from the duty to drive with due regard for the safety of all individuals using the roadway or from the duty to exercise due care to avoid colliding with a pedestrian.

10.06.690 (MCA 61-8-516) Operator of Vehicle to Yield to Blind Pedestrian

The operator of a vehicle shall yield the right-of-way to a blind pedestrian who is carrying a visible white cane or who is accompanied by a guide dog.

10.06.700 (MCA 61-13-103) Seatbelt Use Required

(1) A driver may not operate a motor vehicle upon a roadway unless each occupant of a designated seating position is wearing a properly adjusted and fastened seatbelt or, if MCA 61-9-420 applies, is properly restrained in a child safety restraint.

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(2) The provisions of this section do not apply to:

- (a) an occupant of a motor vehicle who possesses a written statement from a licensed physician, licensed physician assistant, or advanced practice registered nurse, that the occupant is unable to wear a seatbelt for medical reasons;
- (b) an occupant of a motor vehicle in which all seatbelts are being used by others;
- (c) an operator of a motorcycle or a motor-driven cycle;
- (d) an occupant of a vehicle licensed as special mobile equipment; or
- (e) an occupant who makes frequent stops with a motor vehicle during official job duties and who may be exempted by the department.

10.06.800 Penalty

Except as may be specifically provided herein, any person violating a provision of this chapter shall, upon conviction thereof, be punished as set forth in section 1.16.020 of the Municipal Code; provided that additional penalties as provided in Montana Statutes, Title 61, Chapter 8, may also be applied.

SECTION 3. Chapters 10.04, 10.08 and 10.18 of the Municipal Code are hereby repealed.

Passed on First reading by the Stevensville Town Council this 14th day of November 2024.

Approved:



Bob Michalson, Mayor

Attest:



Jenelle S. Berthoud, Town Clerk

Passed and adopted on Second reading by the Stevensville Town Council this _____ day of December 2024.

Approved:

Bob Michalson, Mayor

Attest:

Jenelle S. Berthoud, Town Clerk

File Attachments for Item:

a. Discussion/Decision: Additions to Ordinance No. 135 an Ordinance of the Town of Stevensville Traffic Code Section 10.06.100 (3)



Stevensville Town Council Meeting

Agenda Item Request

To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Bob Michalson
Second Person Submitting the Agenda Item:	John Boe, Chief of Police
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	12/12/2024
Agenda Topic:	Discussion/Decision: Additions to Ordinance No. 135 an Ordinance of the Town of Stevensville Traffic Code Section 10.06.100 (3)
Backup Documents Attached?	Yes, attached to Public Hearing Agenda Item
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	12/12/2024
Notes:	<p>Railroad Ave. lies between East 2nd and East 3rd Streets. Railroad Ave. is in the school zone and is a 15-mph speed zone. Making the addition of Railroad Ave to Section 10.06.100 (3) will allow law enforcement to write speeding citations under town code. The other addition to Section 10.06.100 is future amendments to this section may be set by resolution. This addition will help with any future changes to the Stevensville Traffic Code Section 10.06.100 without an ordinance change.</p> <p>The town council passed the 1st reading on 11/14/24 with a 4-0 vote.</p>

File Attachments for Item:

b. Discussion/Decision: Resolution No. 559 a Resolution of the Town Council of the Town of Stevensville, Montana, Providing for the Revisions of the Budget for the Fiscal Year 2024-2025



Stevensville Town Council Meeting

Agenda Item Request

To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Bob Michalson
Second Person Submitting the Agenda Item:	Robert Underwood, Finance Assistant
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	12/12/2024
Agenda Topic:	Discussion/Decision: Resolution No. 559 a Resolution of the Town Council of the Town of Stevensville, Montana, Providing for the Revisions of the Budget for the Fiscal Year 2024-2025
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	12/12/2024
Notes:	The FY 24/25 budget was passed by Resolution No. 556. The budget reflected the new water and sewer line items and this resolution, Resolution No. 559 is for revisions to those line items showing the funds allocated for each new fund is in the appropriate line item that was adopted during the FY 24/25 budget.

RESOLUTION NO. 559

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF STEVENSVILLE,
MONTANA, PROVIDING FOR THE REVISIONS OF THE BUDGET FOR THE FISCAL YEAR 2024-2025**

WHEREAS, the Stevensville Town Council adopted the budget for Fiscal Year 2024-2025 by Resolution No. 556; and

WHEREAS, the following funds were established as new line items through the adoption of the FY 2024-2025 budget;

5211-101000 Water Capital Asset Fund

5210-102210 Water Bond & Interest

NOW THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Stevensville, Montana that the fiscal year 2024-2025 budget have the following revisions:

From: 5250-101000 Water Bond Fund \$416,503.12

To: 5211-101000 Water Capital Asset Fund \$386,167.12

5210-102210 Water Bond & Interest \$30,336.00

BE IT FURTHER RESOLVED that a transfer of funds in the amount of \$200,000.00 from the following fund to as asset fund.

From: 5210-101000 Water Fund To: 5211-101000 Water Capital Asset Fund

WHEREAS, the following funds were established as new line items through the adoption of the FY 2024-2025 budget;

5311-101000 Sewer Capital Asset Fund

5310-102210 Sewer Bond & Interest

NOW THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Stevensville, Montana that the fiscal year 2024-2025 budget have the following revisions:

From: 5350-101000 Sewer Bond Fund \$508,066.27

To: 5311-101000 Sewer Capital Asset Fund \$444,890.27

5310-102210 Sewer Bond & Interest \$63,176.00

BE IT FURTHER RESOLVED that a transfer of funds in the amount of \$100,000.00 from the following fund to as asset fund.

From: 5310-101000 Sewer Fund To: 5311-101000 Sewer Capital Asset Fund

Passed and adopted by the Town Council and Mayor of the Town of Stevensville the 12th day of December 2024.

APPROVED:

ATTEST:

Bob Michalson, Mayor

Jenelle S. Berthoud, Town Clerk

File Attachments for Item:

c. Discussion/Decision: Resolution No. 560 a Resolution Establishing a Temporary Contract for Public Works Services for the Town of Stevensville



Stevensville Town Council Meeting

Agenda Item Request

To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Bob Michalson
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	12/12/2024
Agenda Topic:	Discussion/Decision: Resolution No. 560 a Resolution Establishing a Temporary Contract for Public Works Services for the Town of Stevensville
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	12/12/2024
Notes:	

RESOLUTION NO. 560

**A RESOLUTION ESTABLISHING A TEMPORARY CONTRACT FOR PUBLIC WORKS SERVICES
FOR THE TOWN OF STEVENSVILLE**

WHEREAS, the Town of Stevensville will enter into a temporary contact with Glenn Bies to perform Wastewater Treatment Operator Services.

WHEREAS, the temporary contract agreement is for,

1. Purpose. The Town wishes to contract with Contractor on a temporary basis as a Wastewater Treatment Operator until a full-time Wastewater Treatment Operator has been hired.

2. Relationship of the Parties. Contractor is an independent contractor, not a Town employee.

Contractor acknowledges that all payments to him under this Agreement are gross payments and Contractor is responsible for payment of all taxes arising out of the performance of this Agreement, including but not limited to federal and state income tax, social security tax, and unemployment insurance tax.

3. Scope of Work. The contractor shall perform the following tasks:

(a). Contractor will manually check all plant operations to ensure systems are in working order and everything is flowing smoothly. (The Town must have a certified Wastewater Treatment Operator to sign off on all paperwork to stay in compliance with State Laws.)

(b). In addition, troubleshooting, adjusting, mentoring, advising and training current Public Works personnel.

(c). Weekly samples are to be taken and sent to ME Labs. (These tests are to check for contamination and dissolved solids in the untreated and treated water.)

4. Reporting of Concerns. The contractor shall report any concerns or challenges with the Public Works Director and the Mayor.

5. Compensation for Services. Town shall pay Contractor \$27.22 per hour for work performed within the scope of this Agreement. The Contractor is authorized to work up to eight (8) hours per week.

6. Duration of Agreement. This Agreement is a Month-to-Month contract. The Town will evaluate the continuation of the Agreement each Six (6) months.

7. Termination of Agreement. This Agreement is terminable at any time by either party.

8. Entire Agreement. This Agreement constitutes the complete, entire, and final agreement of the parties with respect to the subject matter hereof, and shall supersede any and all previous representations, whether oral or written, with respect to the subject matter hereof.

9. Modification of Agreement. This Agreement can only be modified in a writing signed by both parties.

WHEREAS, due to the Town of Stevensville does not currently have a wastewater treatment operator, the town complies with Montana Department of Environmental Quality, and they require all public wastewater systems have a certified operator.

THEREFORE, BE IT RESOLVED by the Town Council of the Town of Stevensville to approve or disapprove the temporary contract for public works services.

DATED this 12th day of December 2024

APPROVED:

Bob Michalson, Mayor

ATTEST:

Jenelle S. Berthoud, Town Clerk

TOWN OF STEVENSVILLE

TEMPORARY INDEPENDENT CONTRACTOR AGREEMENT

This agreement (“Agreement”) is entered into between the Town of Stevensville (“Town”) and Glenn Bies (“Contractor”).

1. Purpose. The Town wishes to contract with Contractor on a temporary basis as a Wastewater Treatment Operator until a full-time Wastewater Treatment Operator has been hired.

2. Relationship of the Parties. Contractor is an independent contractor, not a Town employee.

Contractor acknowledges that all payments to him under this Agreement are gross payments and Contractor is responsible for payment of all taxes arising out of the performance of this Agreement, including but not limited to federal and state income tax, social security tax, and unemployment insurance tax.

3. Scope of Work. The contractor shall perform the following tasks:

(a). Contractor will manually check all plant operations to ensure systems are in working order and everything is flowing smoothly. (The Town must have a certified Wastewater Treatment Operator to sign off on all paperwork to stay in compliance with State Laws.)

(b). In addition, troubleshooting, adjusting, mentoring, advising and training current Public Works personnel.

(c). Weekly samples are to be taken and sent to ME Labs. (These tests are to check for contamination and dissolved solids in the untreated and treated water.)

4. Reporting of Concerns. The contractor shall report any concerns or challenges with the Public Works Director and the Mayor.

5. Compensation for Services. Town shall pay Contractor \$27.22 per hour for work performed within the scope of this Agreement. The Contractor is authorized to work up to eight (8) hours per week.

6. Duration of Agreement. This Agreement is a Month-to-Month contract. The Town will evaluate the continuation of the Agreement each Six (6) months.

7. Termination of Agreement. This Agreement is terminable at any time by either party.

8. Entire Agreement. This Agreement constitutes the complete, entire, and final agreement of the parties with respect to the subject matter hereof, and shall supersede any and all previous representations, whether oral or written, with respect to the subject matter hereof.

9. Modification of Agreement. This Agreement can only be modified in a writing signed by both parties.

AGREED TO:

Bob Michalson, Mayor Date

Glenn Bies Date

-END-

File Attachments for Item:

d. Discussion/Decision: Department of Commerce, Community Technical Assistance Program
Funding for the Town of Stevensville Growth Policy Update



Stevensville Town Council Meeting

Agenda Item Request

To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Bob Michalson
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	12/12/2024
Agenda Topic:	Discussion/Decision: Department of Commerce, Community Technical Assistance Program Funding for the Town of Stevensville Growth Policy Update
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	12/12/2024
Notes:	<p>Dani Arps is a Community Technical Assistance Program Planner with the Montana Department of Commerce. Ms. Arps and town clerk Jenelle Berthoud met over the phone and discussed the need for the Town of Stevensville to update their growth policy. The last growth policy update was in 2016.</p> <p>With approval from the council at the 12/12/2024 town council meeting the mayor and the town clerk will work with CTAP to secure funding and start the process of updating the Town of Stevensville Growth Policy.</p>

Community Technical Assistance Program

Montana Department of Commerce
Community MT Division



Montana Department of Commerce Website

Community Technical Assistance Program –
Community MT [Community Assistance \(mt.gov\)](https://www.mt.gov/CommunityAssistance)



- Presentations, Publications, and Model Documents ([CTAP website](#))
- Planning Board Handbook ([PDF 2020](#)) (mt.gov)
- Community Planning Documents ([CTAP website](#))

Our New Look



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Infrastructure + Planning



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Communities Initiative

Pilot Communities

Preservation and
Reinvestment Initiative for
Community Enhancement

Community Assistance

Community Planning
Documents

Community Planning
Platform

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- Project planning, financing, and construction of public facilities and infrastructure
- Revitalizing neighborhoods, downtowns and businesses
- Supporting local communities in response to impacts from coal or hard rock mining development



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- Long range community planning
- Subdivision regulations and review
- Zoning regulations and administration
- Drinking water and wastewater treatment systems
- Transportation: bridges, streets/roads, multi-modal
- Stormwater management
- Planning best practices and tools of the trade
- Exemption review and certificates of survey

How We Can Help

- Direct assistance via phone, email, in person or online contact form.
- Review of and guidance on draft engineering, planning and regulatory documents
- Creation of model documents and planning resource publications for use statewide
- Advice on navigating ARMs and statutes
- On-site training workshops
- Resource library
- GIS mapping

Recent Projects

- Growth Policy Addendums (Sub-Area FLUMs) for Broadwater County
- Creating support documents and resources for cities implementing SB 382 (MT Land Use Planning Act)
- Growth Policy Update/Land Use Plan for Lewistown
- Creation of Story Maps for LUPA cities to demonstrate redevelopment and infill potential to inform policy makers
- Digital Twin project
- Review and assessment of local planning documents to help communities determine and prioritize planning goals
- Creation of engineering documents (PARs and PERs) for infrastructure projects



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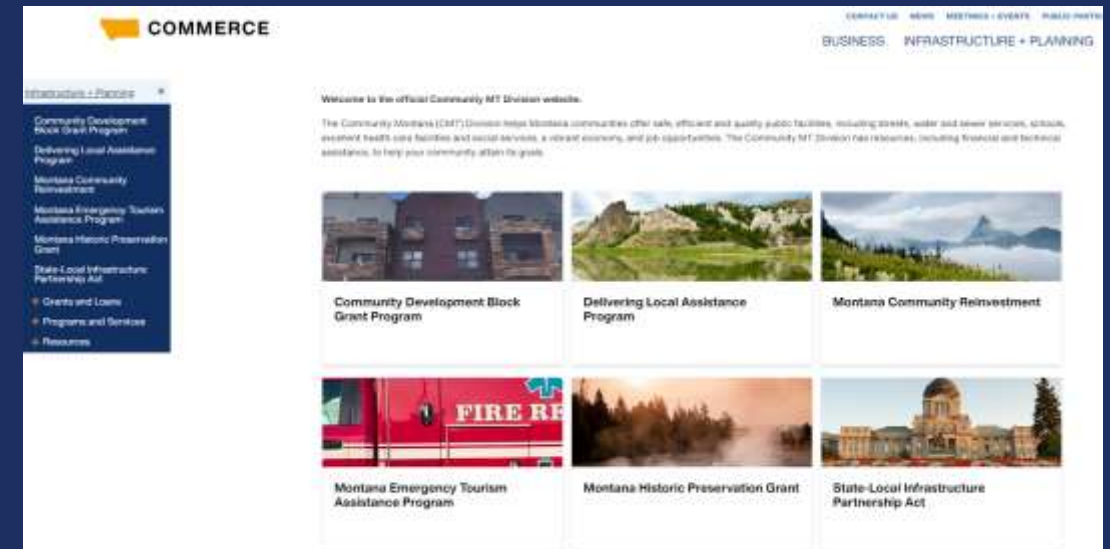
Contact us!

DOCCDD@mt.gov

406-841-2770

Dani Arps dani.arps@mt.gov 406-841-2818

Gus Byrom gbyrom@mt.gov 406-841-2777



File Attachments for Item:

e. Discussion/Decision: Master Agreement for Professional Airport Engineering Services
Between the Town of Stevensville and Morrison-Maierle, Inc



Stevensville Town Council Meeting

Agenda Item Request

To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Bob Michalson
Second Person Submitting the Agenda Item:	Tyler Reed, Airport Engineer, Morrison-Maierle
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	12/12/2024
Agenda Topic:	Discussion/Decision: Master Agreement for Professional Airport Engineering Services Between the Town of Stevensville and Morrison-Maierle, Inc
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	12/12/2024
Notes:	On 10/3/24 the Airport Board reviewed the RFQ for Aviation Engineering Services. Morrison-Maierle was the only respondent to the RFQ. The Airport Board recommended Morrison-Maierle to the town council. At the 10/10/2024 Town Council Meeting the council approved Morrison-Maierle for Airport Engineering Services. The agreement has been reviewed by our town attorney, Greg Overstreet.

**MASTER AGREEMENT FOR PROFESSIONAL AIRPORT ENGINEERING SERVICES
BETWEEN OWNER AND ENGINEER**

THIS MASTER AGREEMENT made as of December 12, 2024 between the **Owner**, Town of Stevensville – PO Box 30, Stevensville, MT 59870, and the **Engineer**, Morrison-Maierle, Inc., 1055 Mount Ave. Missoula, MT 59801.

WHEREAS the **Owner** intends to perform several Airport Improvement Projects at the Stevensville Airport under their authority during the following **(5)** years including, but not limited to the following:

1. Runway Pavement Maintenance – crack repair and seal-coating of existing runway surfaces
2. Taxiway Rehabilitation – remove and replace existing taxiway pavement in various locations
3. Taxiway and Apron Pavement Maintenance - crack repair and seal-coating existing taxiway and apron surfaces
4. Access Road Rehabilitation – remove and replace existing access road pavement
5. Fuel Farm, self-serve
6. Other projects or items as determined by the Owner

This AGREEMENT sets forth the general terms and conditions which shall govern the relationships and performance of the **Owner** and **Engineer** for work designated for each project and documented by a **Task Order**. Each **Task Order** will be prepared and executed by both parties for each project and will set forth specific project requirements, services of the **Engineer**, **Owner's** responsibilities, times for rendering services, deliverables to be provided, basis of compensation, and other appropriate contract terms related to the specific project.

The **Owner** and **Engineer** in consideration of their mutual covenants herein agree in respect to the performance of Professional Engineering Services by **Engineer** and the payment for those services by **Owner** as set forth in issued **Task Orders**.

The **Engineer** shall provide Professional Airport Planning and Engineering services for **Owner** in all phases of the Project to which this Agreement applies, serve as **Owner's** professional engineering representative for each Project as set forth in the Task Orders and shall give professional engineering consultation and advice to **Owner** during the performance of services hereunder.

This AGREEMENT (consisting of pages 1 to 26, inclusive), together with any specifically noted attachments, if any, constitute the entire Agreement between **Owner** and **Engineer** and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a written instrument signed by both **Owner** and **Engineer**.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

Town of Stevensville
Name

Signature

Mayor
Title

Attest

ADDRESS FOR GIVING NOTICES:

PO Box 30

Stevensville, Montana 59879

406.777.5271

ENGINEER:

MORRISON-MAIERLE, INC.
Name

Shawn P. Shea
Signature

Vice President, Morrison-Maierle, Inc.
Title


Attest

ADDRESS FOR GIVING NOTICES:

1055 Mount Ave.

Missoula, Montana 59801

406.542.8880

OWNER - ENGINEER MASTER AGREEMENT INDEX

This Agreement includes the following parts:

SIGNATURE PAGE

INDEX

DEFINITIONS

MASTER FORM OF AGREEMENT

Section 1 ENGINEER'S RESPONSIBILITY

Section 2 SCOPE OF SERVICES
2.01 Basic Services
2.02 Additional Services

Section 3 OWNER'S RESPONSIBILITIES

Section 4 TIME OF PERFORMANCE

Section 5 PAYMENT TO ENGINEER

Section 6 GENERAL PROVISIONS
6.01 Standards of Performance
6.02 Betterment
6.03 Certifications, Guarantees and Warranties
6.04 Compliance with ADA and Other Laws and Regulations
6.05 Contingency Fund
6.06 Changes
6.07 Reuse of Construction Documents
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6.09 Estimate of Construction Costs and Total Project Costs
6.10 Dispute Resolution
6.11 Subconsultants
6.12 Electronic Transmittals
6.13 Successors and Assigns and Beneficiaries
6.14 Compliance with Laws and Federal Regulations
6.15 Construction Safety and Phasing Plan
6.16 Allocation of Risks – Indemnification
6.17 Statutes of Limitations
6.18 Insurance
6.19 Controlling Law
6.20 Notices
6.21 Survival
6.22 Severability
6.23 Waiver

Attachments: Exhibit A – Task Order Format
Exhibit B - Duties, Responsibilities and Limitation of Authority of Resident
Project Representative
Exhibit C - Required Contract Provisions for Airport Improvement Program
and for Obligated Sponsors

DEFINITION OF TERMS

Wherever used in this Agreement (including the Exhibits hereto), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda* - Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
2. *Additional Services* - The services to be performed for or furnished to **Owner** by **Engineer** in accordance with Section 2.02 of this Agreement or Task Order.
3. *Agreement* - This written contract for professional services between **Owner** and **Engineer**, including all exhibits identified in the Index of this Agreement or Task Order and any duly executed amendments.
4. *Application for Payment* - The form acceptable to **Engineer** which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services* - The services to be performed for or furnished to **Owner** by **Engineer** in accordance with Section 2.01 of this Agreement or Task Order.
6. *Calendar Day* - Every day shown on the calendar.
7. *Change Order or Supplemental Agreement* - A document which is signed by Contractor and **Owner** and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract. (The Federal Aviation Administration standard specification for Airport Construction uses the term *Supplemental Agreement*).
8. *Change Proposal* - A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by **Engineer** concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. *Constituent of Concern* - Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. *Construction Contract* - The entire and integrated written contract between the **Owner** and Contractor concerning the Work.
11. *Construction Contract Documents* - Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
12. *Construction Contract Price* - The money that **Owner** has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. *Construction Contract Times* - The number of Calendar Days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. *Construction Cost* - The cost to **Owner** of the construction of those portions of the entire Project designed or specified by or for **Engineer** under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of **Engineer** or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; **Owner’s** costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to **Owner**. Construction Cost is one of the items comprising Total Project Costs.
15. *Constructor* - Any person or entity (not including the **Engineer**, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, **Owner’s** work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. *Construction Safety and Phasing Plan (CSPP)* - The overall plan for safety and phasing of an Airport construction project developed by the **Owner** (airport operator) or developed by the airport operator’s **Engineer** and approved by the airport operator and Federal Aviation Administration. It is included in the invitation for bids and becomes part of the project Construction Contract Documents.
17. *Consultants or Subconsultants* - Individuals or entities having a contract with **Engineer** to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
18. *Contractor* - The entity or individual with which **Owner** enters into a Construction Contract.
19. *Documents* - Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by **Engineer** to **Owner** pursuant to this Agreement.
20. *Drawings* - That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
21. *Effective Date* - The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
22. *Engineer* - The individual or entity named as such in this Agreement.

23. *Field Order or Change Order* – A written order issued by **Engineer** and approved by the **Owner** which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times. (The Federal Aviation Administration standard specification for Airport Construction uses the term *Change Order*).
24. *Laws and Regulations; Laws or Regulations* - Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. The contract clauses required by the Federal Aviation Administration to be included professional service agreements are included in Section 6.14 and Exhibit D.
25. *Owner* - The individual or entity named as such in this Agreement and for which **Engineer's** services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project. For Federal Aviation Administration projects, the term Owner may also mean *Sponsor*.
26. *Project* - The total undertaking to be accomplished for **Owner** by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by **Engineer** under this Agreement are a part.
27. *Record Drawings* - Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by **Engineer** and delivered to the **Owner** as part of Project Closeout Services or as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to **Engineer** and annotated by Contractor to show changes made during construction.
28. *Reimbursable Expenses* - The expenses incurred directly by **Engineer** in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
29. *Resident Project Representative* - The authorized representative of **Engineer** assigned to assist **Engineer** at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit B.
30. *Samples* - Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
31. *Shop Drawings* - All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
32. *Site or Airport* - Lands or areas to be indicated in the Construction Contract Documents as being furnished by **Owner** upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by **Owner** which are designated for the use of Contractor.
33. *Specifications* - The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the

Work.

34. *Sponsor* - A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
35. *Subcontractor* - An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
36. *Substantial Completion* - The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of **Engineer**, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
37. *Supplier* - A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
38. *Total Project Costs* - The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of **Engineer** or other design professionals and consultants, together with such other Project-related costs that **Owner** furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, **Owner's** costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to **Owner**.
39. *Work* - The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
40. *Work Change Directive* - A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by **Owner** and recommended by **Engineer**, ordering an addition, deletion, or revision in the Work.

MASTER FORM OF AGREEMENT

1. This is a Master Form of Agreement which provides for the performance of services for multiple projects over a specified period of time. Services shall be performed only as authorized by Task Orders issued under this Agreement.

2. The effective date of this Agreement is as shown on page 1. This Agreement shall be effective and applicable to Task Orders issued hereunder for Five (5) years from the effective date of the Agreement.

3. This Agreement provides for the general terms and conditions which shall govern the relationships and performance of the **Engineer** and **Owner** for the various projects involved in this Agreement. Each Task Order will further describe any distinctive terms or conditions required of the **Engineer** and **Owner** which are specific to the project covered by the Task Order.

4. The services to be provided by the **Engineer** will include applicable Basic and Additional Services as set forth herein plus specific services for each project as detailed in a duly executed Task Order for that project. The Task Order will indicate the specific tasks and functions to be performed, deliverables to be provided, establish beginning and completion dates, and include a method of payment to the **Engineer** for the performance of the services.

5. **Owner** shall have the responsibilities set forth in this Agreement and as further identified in the Task Order for each specific project.

6. **Engineer** shall not be obligated to perform any prospective Task Order unless and until **Owner** and **Engineer** agree as to the particulars of the specific Project, **Engineer's** services, compensation and all other appropriate matters.

7. Expiration of this Agreement shall not affect Task Orders issued hereunder during its term, or the validity of any actions taken under or with respect to such Task Orders, including modifications, whether taken before or after the expiration of the term of this Agreement.

8. The services specified in a Task Order issued to the **Engineer** shall be commenced by the **Engineer** promptly and in any event not later than the beginning date specified in the Task Order.

9. This Agreement may be extended or renewed, with or without changes, by written amendment establishing a new term.

Section 1 - ENGINEER'S RESPONSIBILITY

1.01 The **Engineer** shall serve as the **Owner's** professional Engineering representative for those projects or phases of the project to which the Task Order and this Agreement applies and will give consultation and advice to the **Owner** during the performance of the services. Services to be provided under a Task Order may include the following:

A. Acquisition of Land or Equipment

1. Land Acquisition – Assist Owner with the acquisition of land by providing solicitation of appraisers, negotiators and documentation necessary to meet the requirements of FAA land acquisition process.

2. Equipment Acquisition - Assist Owner with the acquisition of equipment by providing solicitation of bids or quotes as necessary to meet the requirements of the FAA equipment procurement process.

B. Design and Construction Administration of Airport Improvement Projects

Design and Construction Administration Projects are typically completed in Phases that are described in more detail in **Section 2 - Scope of Services and the Task Order**. Phases may include:

- **Programming and Pre-Design Activities for the Project**
- **Preliminary Design Engineering for the Project**
- **Final Design Engineering for the Project**
- **Assistance in the Bidding Process**
- **Construction Phase Services**
- **Project Closeout Phase Services**
- **Airport Layout Plan Update Project**

1.02 The **Engineer** shall perform the work in compliance with FAA requirements where applicable and in compliance with the standard of performance required in Section 6.01.

1.03 The **Engineer** shall be responsible for the technical accuracy of its services and documents resulting therefrom, and **Owner** shall not be responsible for discovering deficiencies therein. **Engineer** shall correct such deficiencies without additional compensation except to the extent such deficiencies are attributable to deficiencies in **Owner** furnished information.

1.04 The **Engineer** will attend Airport Advisory Committee or Board meetings and meetings with the FAA and State as required to update Project progress. The maximum number of meetings with the Airport, FAA and State shall be as specified in the Task Order. In general, the **Engineer** will meet with the Airport on an on-call basis between Task Orders and at all necessary regular or special meetings while work (design or construction) is ongoing.

Section 2 - SCOPE OF SERVICES

Each Task Order will clearly identify the engineering services required for each project. The following paragraphs are **brief descriptions** of engineering services typically provided, but may not be limited to those listed below.

2.01 Basic Services

The **Engineer** agrees to provide professional services in connection with the Project, including normal Civil Engineering services as set forth below:

A. Acquisition of Land and Equipment

1. Land Acquisition

- Research land acquisition requirements
- Prepare FAA Grant
- Prepare Environmental Assessment documentation

- Prepare Phase I Environmental Review
- Prepare Design Report and justification
- Solicit or assist Owner in the selection of appraisers and review appraisers
- Solicit or assist Owner in the selection of a negotiator
- Conduct legal surveys and prepare certificates of survey
- Prepare Final Report and close out documentation
- Update ALP – Exhibit A

2. Equipment Acquisition.

- Research equipment requirements
- Prepare Design Report and justification
- Provide bid documents and specifications for equipment
- Distribute bid documents and specifications or solicit quotes
- Prepare opinion of probable cost
- Attend bid opening
- Prepare Letter of Recommendation of Award
- Prepare Notice of Award
- Prepare Notice to Proceed
- Prepare Requests for Reimbursement and payment documentation
- Conduct inspection of equipment for compliance with specifications.

B. Design and Construction Administration of Airport Improvement Projects

1. Programming and Pre-Design Activities for the Project

- Prepare Task Order
- Attend Pre Design Meeting
- Prepare grant applications
- Prepare Independent Fee Review documents
- Prepare CATEX documentation
- Prepare DBE goals and documentation

2. Preliminary Design

- Evaluate alternatives
- Obtain surveys of site
- Obtain geotechnical information
- Review existing storm drainage and prepare plans for the project
- Prepare schematic development plans
- Prepare preliminary Engineer's opinion of probable cost
- Prepare construction plans and specifications to 30% design
- Prepare Design Report
- Develop Construction Safety and Phasing Plans

3. Final Design and 100% Design Review for the Project

- Prepare project plans and specifications to 100%
- Include approved Construction Safety and Phasing Plans
- Update Engineer's opinion of probable costs

- Update Design Report
- Print plans, specifications and design report for final review and approval
- Participate in final review meeting
- Attend Airport Authority Meetings

4. Provide Assistance in the Bidding Process

- Prepare and distribute Invitation to Bid to prospective bidders including DBE firms
- Provide plans and specifications for bidding
- Distribute plans and specifications via on-line bidding or paper distribution
- Conduct Pre-Bid Conference
- Answer bidders' questions
- Provide and distribute addendums if required
- Prepare final Engineer's opinion of probable cost
- Attend bid opening
- Prepare bid tabulations and provide letter of recommendation of award
- Prepare require FAA Grant Application information

5. Construction Phase Services

- Prepare Notice of Award
- Prepare Executed Contract Documents
- Conduct Pre-Construction Conference
- Conduct construction staking if required
- Prepare Construction Management Plan, if required
- Provide construction administration services
- Provide Resident Project Representative (RPR) as required
- Provide Engineer site visits as required
- Obtain acceptance testing firm
- Monitor acceptance testing process
- Monitor contractor's compliance with the CSPP
- Prepare weekly FAA reports
- Prepare contractor payments
- Prepare FAA documentation for grant drawdowns
- Review shop drawings
- Prepare any Change Orders if required

6. Project Closeout Phase Services

- Obtain and review contractor's closeout documentation
- Obtain and record contractor's record drawings
- Update ALP to include project information only, if required
- Prepare Final Project Report
- Prepare final payment documentation
- Provide hard and electronic copies of drawings to Owner and FAA

2.02 Additional Services

If authorized in writing by the **Owner**, the **Engineer** shall provide additional professional services in connection with the Project as set forth below, and the **Owner** shall pay the ENGINEER a fee for these services as provided for in the Task Order for the specific project.

A. Services due to changes in the scope of the Project or its design, including but not limited to, changes in size, complexity, schedule, or character of construction.

B. Revisions of studies, reports, design documents, drawings, or specifications that have previously been approved by the **Owner**, or when such revisions or change orders are due to causes beyond the control of the **Engineer**.

C. Services required as a result of **Owner** providing incomplete or incorrect project information. The **Engineer** will assist the **Owner** to define the information needed but cannot be held responsible for incomplete or incorrect project information.

D. Design documents for alternate bids or for out-of-sequence work requested by the **Owner**, which are not considered a part of Design and Construction services.

E. Detailed renderings, exhibits or scale models for the Project unless they are included as deliverables in the task order.

F. Special analysis of the **Owner's** needs such as owning and operating analysis, staffing and training, operating and maintenance manuals, special operating drawings or charts, and any other similar analyses. The bidding documents will require the ENGINEER to provide operating and maintenance manuals for any equipment procured as part of the Project. The Final Project Report will include a brief statement on maintenance.

G. Additional or extended services during construction made necessary by:

- (1) Emergencies or acts of God endangering the work,
- (2) Work damaged by fire or other cause during construction,
- (3) Defective or incomplete work of the Contractor,
- (4) Prolongation of the initial construction Contract Time beyond the contract time,
- (5) Acceleration of the work schedule involving services beyond established office working hours, or
- (6) The Contractor's default under the contract documents due to delinquency or insolvency.

H. Services in connection with Supplemental Agreements and Change Orders to reflect changes requested by **Owner** so as to make the compensation commensurate with the extent of the Additional Services rendered.

I. Services required to make revisions to Plans and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction Contract in evaluating and determining the acceptability of a

substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

J. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

K. Assistance in the adjusting or balancing operation of equipment or systems, or training personnel for operation or maintenance of equipment or systems.

L. Services as an expert witness for the **Owner** in connection with litigation or other proceedings involving the Project.

M. Update or preparation of Exhibit "A", Airport Property Map, or update or preparation of Airport Layout Plan drawings if not required in Basic Services.

N. Geotechnical services in excess of those stipulated in the Task Order.

O. Survey services in excess of those stipulated in the Task Order.

P. Other services not otherwise provided for in this Agreement, including services normally furnished by the **Owner** as described in Section 3 - Owner's Responsibilities.

Section 3 - OWNER'S RESPONSIBILITIES

The **Owner** shall:

3.01 Provide **Engineer** full information as to the requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

3.02 Give instructions to **Engineer** regarding **Owner's** procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), **Owner's** construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of **Owner's** bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. **Owner** shall have responsibility for the final content of (1) such bidding-related documents, and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and **Owner** shall seek the advice of **Owner's** legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

3.03 Place at the **Engineer's** disposal all available information pertinent to the Project including previous reports and any other data relative to the Project, including Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent area.

3.04 Guarantee access to and make all provisions for the **Engineer** to enter upon public and private property as required.

3.05 Recognizing and acknowledging that **Engineer's** services and expertise do not include the following services, provide, as required for the Project:

(a). Accounting, bond and financial advisory (including, if applicable, “municipal advisor” services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

(b). Legal services with regard to issues pertaining to the Project as **Owner** requires, Contractor raises, or **Engineer** reasonably requests.

(c.) Such auditing services as **Owner** requires to ascertain how or for what purpose Contractor has used the money paid.

3.06 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the **Engineer**; obtain advice of an attorney, insurance counselor and other consultants as the **Owner** deems appropriate for such examination and render in writing decisions pertaining thereto within ten calendar days so as not to delay the services of the **Engineer**.

3.07 Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project.

3.08 Designate in writing a person to act as the **Owner’s** representative with respect to the **Engineer’s** services. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the **Owner’s** policies and decisions with respect to materials, equipment, elements and systems pertinent to the **Engineer’s** services.

No information or instructions from the **Owner** pertaining to the project shall be transmitted to the **Engineer** or to other concerned persons or agencies except by the **Owner’s** designated representative through the **Engineer** or its Resident Project Representative.

3.09 Advise **Engineer** of the identity and scope of services of any independent consultants employed by **Owner** to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, Value Engineering, and constructability review.

3.10 Furnish to **Engineer** data as to **Owner’s** anticipated costs for services to be provided by others for **Owner**, so that **Engineer** may make the necessary calculations to develop and periodically adjust **Engineer’s** opinion of total project costs.

3.11 Give prompt written notice to the **Engineer** whenever the **Owner** observes or otherwise becomes aware of any development that affects the scope or time of performance of **Engineer’s** services, any defect or nonconformance in **Engineer’s** services, or any defect in the Project or changed circumstances.

3.12 Furnish or direct the **Engineer** to provide additional services as required.

3.13 Advertise for Proposals from Bidders. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other project related meetings, as well as Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

3.14 **Engineer** and **Owner** agree that, without the prior consent of the other party, neither will offer employment to nor discuss employment with any of the other party’s associates or employees until one year after the end date of this Agreement.

3.15 Bear all costs incident to compliance with the requirements of this Section.

Section 4 - TIME OF PERFORMANCE

4.01 The provisions of this Section and the various rates of compensation for the **Engineer's** services provided for in each Task Order are agreed to in anticipation of the orderly and continuous progress of the Project. The **Engineer's** obligation to render services under individual Task Orders shall extend for a period which may reasonably be required to provide the services.

4.02 If the **Engineer's** services for specific Projects as provided by Task Orders are delayed or suspended in whole or in part by the **Owner** or governmental authorities for more than three months for reasons beyond the **Engineer's** control, the **Engineer** shall on written request to the **Owner** (but without termination of this Agreement) be paid as provided in Section 5 - Payment to **Engineer**. If such delay or suspension extends for more than six months for reasons beyond the **Engineer's** control, the payments and various rates of compensation provided for in **Section 5 - Payment to Engineer** shall be subject to renegotiation.

4.03 The times for performing services or providing deliverables will be stated in each Task Order for a specific project.

4.04 The time for a party's performance will be extended to the extent performance was delayed by causes beyond the control and without the fault of the party seeking the extension. The party shall promptly notify the other party in writing when it is being delayed.

4.05 The construction time for completion by the Contractor shall be established in the construction documents. Delays by the Contractor requiring additional time shall allow additional payment to be made to the **Engineer** under **Section 5 - Payment to Engineer**. If the Project is not constructed during the anticipated construction period, the Engineering fees for *Provide Assistance in the Bidding Process* and *Construction Phase Services* shall be subject to re-negotiation.

Section 5 - PAYMENT TO ENGINEER

5.01 Based on the scope of the Project as described in Task Orders for individual projects, the **Owner** shall pay to the **Engineer** the established fees as forth herein and in each Task Order.

5.02 Acquisition of Land or Equipment

- A. For Engineering services related to Land Acquisition, the **Owner** shall pay the **Engineer** a negotiated lump sum fee established in future Task Orders as subsequent projects or stages of development are determined and authorized.
- B. For Engineering services related to Equipment Acquisition, the **Owner** shall pay the **Engineer** a negotiated lump sum fee established in future Task Orders as subsequent projects or stages of development are determined and authorized.

5.03 Programming and Pre-Design Activities for the Project, Preliminary Design, Final Design and 100% Design Review for the Project, and Provide Assistance in the Bidding Process.

- A. For Engineering services related to ***Programming and Pre-Design Activities for the Project, Preliminary Design, Final Design and 100% Design Review for the Project, and Provide Assistance in the Bidding Process***, the **Owner** shall pay the **Engineer** a negotiated lump sum fee established in future Task Orders as subsequent projects or stages of development are determined and authorized.

5.04 Construction Phase Services.

- A. For Engineering services related to *Construction Phase Services*, the **Owner** shall pay the **Engineer**, on a cost reimbursable plus fixed fee basis or lump sum fees, as negotiated and established in the Task Order.
- B. The Engineering Budget as set forth in Task Orders for individual projects will set limitations for reimbursement of dollars costs. Without the prior written approval of the **Owner**, the **Engineer** may not exceed the TOTAL ESTIMATED COMPENSATION set forth for *Construction Phase Services*.
- C. The costs allowable under *Construction Phase Services* of the Agreement shall be limited to reasonable, allocable and necessary costs determined as follows:
1. Direct Labor Costs means salaries and wages paid to employees engaged directly on the project, including payroll-related costs and benefits such as the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto.
 2. Overhead rates shall meet Federal Audit standards and includes salaries and wages of employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent, utilities, office supplies, insurance, and other operating costs. Overhead shall be computed as a percentage of Direct Labor Costs including payroll costs and shall be included with each Task Order.
 3. Direct Labor Costs and Overhead applied to Direct Labor Costs will be adjusted annually to reflect equitable changes in the compensation payable to **Engineer**. Overhead rates shall be adjusted based on the **Engineer's** annual calculated overhead rates occurring during the contract period in accordance with applicable Federal procurement regulations and overhead rates approved by Federal audit agencies. The approved overhead rate in effect for a specific Project will be established in the Task Order.
 4. Subsistence rates as set forth in the Task Order.
 5. Transportation rates as set forth in the Task Order.
 6. Out-of-Pocket costs for professional consultant services, subcontracts, supplies, equipment, materials, telephone and other expenses chargeable to the contract in accordance with the **Engineer's** usual accounting practices.
 7. Fixed fee is the lump sum amount paid to **Engineer** by **Owner** as a margin or profit. This fee will be established for each Task Order and will only be adjusted by an amendment to the Task Order.

- D. Payment of **Fixed Fee for Construction Phase Services**. At the time of each payment to the **Engineer**, a portion of the Fixed Fee will be paid in the same ratio as the allowable dollar costs to total costs.

5.05 Project Closeout Phase Services

For Engineering services related to **Project Closeout Phase Services**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee established in the Task Order as subsequent projects or stages of development are determined and authorized.

5.06 Additional Services

For additional services as outlined in Section 2.02, the **Owner** shall pay the **Engineer** a lump sum fee or cost reimbursable fee negotiated for the extra services provided.

5.07 Payment Schedule

Payment of compensation shall be made by the **Owner** to the **Engineer** as follows:

- A. Payment for all **Lump Sum** projects shall be billed based on a percentage of work completed to date, generally monthly, and shall be due upon receipt of the invoice.
- B. Payment for **Cost Reimbursable** projects shall be due as the work progresses based upon Invoices submitted by the **Engineer**.
- C. **Application to Interest and Principal**: Payment will be credited first to any interest owed to **Engineer** and then to principal.
- D. **Failure to Pay**: If **Owner** fails to make any payment due **Engineer** for services and expenses within 30 days after receipt of **Engineer's** invoice, then:
1. Amounts due **Engineer** will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. **Engineer** may, after giving seven days written notice to **Owner**, suspend services under this Agreement until **Owner** has paid in full all amounts due for services, expenses, and other related charges. **Owner** waives any and all claims against **Engineer** for any such suspension.
- E. **Disputed Invoices**: If **Owner** disputes an invoice, either as to amount or entitlement, then **Owner** shall promptly advise **Engineer** in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraphs 5.0708.A and 5.07.B.
- F. **Sales or Use Taxes**: If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on **Engineer's** services or compensation under this Agreement, then **Engineer** may invoice such additional sales or use taxes for reimbursement by **Owner**. **Owner** shall reimburse **Engineer** for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which **Engineer** is entitled under the terms of this Agreement or Task Order.

Section 6 - GENERAL PROVISIONS

6.01 Standards of Performance

The standard of care for all professional Engineering and related services performed or furnished by **Engineer** under this Agreement will be the care and skill ordinarily used by members of **Engineer's** profession practicing under similar circumstances at the same time and in the same area. **Engineer** makes no warranties, express or implied, under this Agreement or otherwise, in connection with **Engineer's** services.

6.02 Betterment

If **Engineer** mistakenly leaves out of the construction documents any component or item required for the Project, **Engineer** shall not be responsible for the cost or expense of constructing or adding the component or item to the extent such item or component would have been required and included in the original construction documents. In no event will the **Engineer** be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

6.03 Certifications, Guarantees and Warranties

- A. The **Engineer** shall not be required to sign any documents, no matter by whom requested, that would result in the **Engineer** having to certify, guarantee or warrant the existence of conditions whose existence the **Engineer** cannot ascertain. The **Owner** also agrees not to make resolution of any dispute with the **Engineer** or payment of any amount due to the **Engineer** in any way contingent upon the **Engineer** signing any such certification.
- B. **Engineer** neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- C. **Engineer** shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by **Engineer** or its Consultants.
- D. **Engineer** is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- E. **Engineer's** services do not include providing legal advice or representation.

6.04 Compliance with ADA and other Laws and Regulations

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The **Owner** acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The **Engineer**, therefore, will use reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. The **Engineer**, however, cannot and does not warrant or guarantee that the **Owner's** Project will comply with ADA requirements or requirements of other federal, state, and local laws, rules, codes, ordinances, or regulations as they apply to the Project.

6.05 Contingency Fund

The **Owner** and **Engineer** acknowledge that changes may be required for a variety of reasons and that the costs of the Project may exceed the construction Contract sum. The **Owner** agrees to set aside funds as a contingency reserve to be used, as required, to pay the local share of any such increased Project costs.

6.06 Changes

The **Owner** may, at any time and by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in **Engineer's** costs of, or time required for, performance of any services, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. Any claim of **Engineer** for an adjustment must be asserted in writing within 30 days from the date of receipt by **Engineer** of the notification of change unless **Owner** grants a further period of time.

6.07 Reuse of Construction Documents

All documents furnished by **Engineer** pursuant to this Agreement, including Plans, Specifications, and reports, are instruments of its services in respect of the Project. Reproducible copies of drawings and copies of other pertinent data shall be made available to the **Owner** upon request. They are not intended or represented to be suitable for reuse by **Owner** or others on extensions of the Project or on any other project. Any reuse by **Owner** without specific written verification or adaptation by **Engineer** shall be at **Owner's** sole risk and without liability or legal exposure to **Engineer**, and **Owner** shall indemnify, defend, and hold harmless **Engineer** for all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation shall entitle **Engineer** to further compensation at rates to be agreed upon by **Owner** and **Engineer**.

6.08 Reuse of Planning Documents

The purpose of the Airport Layout Plan is to show at a practical level of detail the existing airport facilities and future development at the Airport. It is intended that the **Owner** will update the ALP as required. The ALP represents conditions at the Airport at the time it is approved. The **Engineer** is not responsible for showing developments following approval of the ALP and project closeout.

6.09 Estimate of Construction Costs and Total Project Costs

Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of **Engineer's** experience, qualifications, and general familiarity with the construction industry. However, because **Engineer** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **Engineer** cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by **Engineer**. If **Owner** requires greater assurance as to probable Construction Cost, then **Owner** agrees to obtain an independent cost estimate.

The services, if any, of **Engineer** with respect to Total Project Costs shall be limited to assisting the **Owner** in tabulating the various categories that comprise Total Project Costs. **Engineer** assumes no responsibility for the accuracy of any opinions of Total Project Costs.

6.10 Dispute Resolution

A. **Owner** and **Engineer** agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes"), to mediation by a mutually agreed upon mediator. After a written demand for non-binding mediation, which shall specify the nature of the dispute, and within thirty (30) days from the date of selection of the mediator, the matter shall be submitted to the mediator for consideration. The mediator shall provide an informal opinion and advice, none of which shall be binding upon the parties. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be considered by other methods of dispute resolution.

B. The **Owner** and the **Engineer** further agree to include a similar mediation provision in all agreements with independent engineers and consultants retained for the project and to require all independent Engineers and consultants also to include a similar mediation provision in all agreements with independent engineers, subconsultants, suppliers, or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

6.11 Subconsultants

Any **Subconsultants** required by **Engineer** in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for the individual project and identified in the Task Order. Any changes in subconsultants shall be subject to the prior approval of **Owner**.

6.12 Electronic Transmittals

Owner and **Engineer** may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

If this Agreement does not establish protocols for electronic or digital transmittals, then **Owner** and **Engineer** shall jointly develop such protocols.

When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.13 Successors and Assigns and Beneficiaries

A. **Owner** and **Engineer** each is hereby bound and the partners, successors, executors, administrators and legal representatives of **Owner** and **Engineer** (and to the extent permitted by paragraph 6.13.B., the assigns of **Owner** and **Engineer**) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither **Owner** nor **Engineer** may assign, sublet, or transfer any rights under or interest (including but without limitation, moneys that are due or may become due) in this Agreement without

the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by **Engineer** to any **Engineer's** subconsultant, supplier, other individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of **Owner** and **Engineer** and not for the benefit of any other party. The **Owner** agrees that the substance of the provisions of this paragraph 6.13.C. shall appear in the construction Contract documents.

6.14 Compliance with Laws and Federal Regulations

The **Engineer** shall use reasonable efforts to comply with current laws, ordinances and federal regulations in effect as of the date of the Agreement and any subsequent Task Orders and applicable to the Engineer's performance of this Agreement as provided in Exhibit D - Required Contract Provisions for Airport Improvement Program Obligated.

6.15 Construction Safety and Phasing Plans

If included under Section 2 - Scope of Work, a Construction Safety and Phasing Plan to address specific airport operations and security impacts of construction activities on airport operations will be prepared for inclusion in the Construction Contract Documents. Contractor violation of the Construction Safety and Phasing Plan requirements shall be immediately communicated to the Contractor's Superintendent and **Owner**. Contractor shall take immediate action to correct the violation. Work shall be stopped until the appropriate actions to correct the noted problem(s) have been taken by the Contractor to the satisfaction of the **Engineer** and **Owner**. Written notice of the violation will be given to the Contractor. The **Owner or Engineer** can, at any time, order a work stoppage until such time as the Contractor has demonstrated that he is capable of completing the work without additional violations.

Neither the professional activities of the **Engineer**, nor the presence of the **Engineer** or the **Engineer's** employees and subconsultants at the construction site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and all health or safety precautions required by any regulatory agencies. **Engineer's** personnel have no authority to exercise any control over any construction Contractor or other entity or their employees in connection with their work or any health or safety precautions. The **Owner** agrees that the Contractor is solely responsible for jobsite safety and warrants that this requirement shall be included in the **Owner's** agreement with the Contractor.

The **Owner** also agrees that the **Owner's** agreement with the Contractor shall require the Contractor to indemnify the **Owner**, the **Engineer** and the **Engineer's** subconsultants from and against all claims arising out of or resulting from the performance of the work and shall also require the Contractor to provide a separate policy containing Owner's Protective Liability coverage, which, in addition to the Contractors' general liability insurance policy, shall name the **Owner**, the **Engineer** and the **Engineer's** subconsultants as insureds and which shall indemnify the **Owner**,

Engineer and the **Engineer's** subconsultants against claims, demands or liability by any person or entity which may arise from the performance of the Contractor and his or her subcontractors on this project.

6.16 Allocation of Risks - Indemnification

- A. To the fullest extent permitted by law, **Engineer** shall indemnify and hold harmless **Owner** and **Owner's** officers, directors, partners, employees and agents from and against any and all claims, costs, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of **Engineer** or **Engineer's** officers, directors, partners, employees, and agents in the performance and furnishing of **Engineer's** services under this Agreement. The indemnification provisions of the preceding sentence are subject to and limited by paragraph 6.16.D which is set forth below.
- B. To the fullest extent permitted by law, **Owner** shall indemnify and hold harmless **Engineer** and **Engineer's** officers, directors, partners, employees, agents and consultants from and against any and all claims, costs, losses, damages and expenses (including but not limited to all fees and charges of engineer, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of **Owner** or **Owner's** officers, directors, partners, employees, and agents with respect to this Agreement or the Project.
- C. In addition to the indemnity provided under paragraph 6.16.B of this Agreement, and to the fullest extent permitted by law, **Owner** shall indemnify and hold harmless **Engineer** and its officers, directors, partners, employees, agents and consultants from and against all claims, costs, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from any hazardous environmental condition, provided that (i) any such claim, cost, loss, damage or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.16.C shall obligate **Owner** to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or misconduct.

The following definitions apply to paragraph 6.16.C.

a. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

b. *Hazardous Environmental Condition*--The presence at the Project site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

c. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

d. *PCB's*--Polychlorinated biphenyls.

e. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

f. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

D. Conditions Beyond the Control of the Engineer

The **Owner** recognizes that in the course of completing the services under this Agreement, the **Engineer** may encounter conditions which are beyond the control of the **Engineer** and which create potential for claims against and additional costs to the **Engineer** which are not covered in fees earned for services provided. This category includes, but is not limited to the following:

1. Unknown underground utilities or other man-made objects not properly located underground.
2. Unavoidable contamination of subsurface areas, aquifers, etc., or the disturbance of natural underground resources during the design and construction of the project.
3. Changed codes or standards during the course of the work.
4. Information provided by others which are not accurate or complete.
5. Conditions that may arise and differ significantly from those existing at the beginning of the project.

Should any such condition occur during the performance of this Agreement, judged to be beyond the control of the **Engineer**, the **Engineer** will promptly notify the **Owner**, and the parties will renegotiate the Agreement. If terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement. The **Owner** agrees to compensate the **Engineer** for any time spent and expenses incurred by the **Engineer** in defense of any such claim with such compensation to be based upon the **Engineer's** current fee schedule and expense reimbursement policy.

6.17 Statutes of Limitations

Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run in any and all events not later than either the date of substantial completion of the project for acts or failures to act occurring prior to substantial completion or the date of final payment for acts or failures to act occurring after substantial completion.

6.18 Insurance

A. **Engineer** shall procure and maintain insurance with limits of liability as follows:

- | | | |
|----|------------------------|-------------|
| a. | Workers' Compensation: | Statutory |
| b. | General Liability: | |
| | General Aggregate: | \$2,000,000 |

	Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
c.	Excess Umbrella Liability: Each Occurrence:	\$1,000,000
d.	Automobile Liability Combined Single Limit	\$1,000,000
e.	Professional Liability (Aggregate)	\$1,000,000

Additional Insured. If required by **Owner**, the following persons or entities are to be listed on **Engineer's** policies of insurance as additional insureds for policies under b, c, and d above:

Refer to the specific Task Order for this list.

Under Professional Liability Insurance, the **Engineer** is insured for claims arising out of the performance of professional services caused by the negligent acts, errors, or omissions of the **Engineer**. Under the terms of the **Engineer's** Professional Liability Insurance, no parties other than the **Engineer** are eligible to be insured. Because of this, no party is allowed to be listed as an "additional insured" on the **Engineer's** Professional Liability Insurance.

B. **Engineer** shall deliver certificates of insurance to the **Owner** evidencing the coverage indicated.

C. **Owner** agrees to include in construction contracts resulting from design services under this Agreement, provisions for satisfactory protection to the **Owner** and **Engineer** during the construction phase of the project. This shall be accomplished by requiring the following in the construction Contract documents:

1. Contractor's insurance company shall provide a letter to each insured and additional insured that the Contractor has provided the insurance coverage required by the contract documents.

2. Contractor's liability insurance shall include as additional insureds the **Owner**, **Engineer** and **Engineer's** consultants, including coverage for the respective directors, officers, employees and agents of all such additional insureds.

3. Contractor shall purchase a separate Owner's Protective Policy insuring the **Owner** and naming the **Engineer** and the **Engineer's** consultants as additional insureds. The minimum amount of this coverage shall be \$1,000,000 each occurrence and \$2,000,000 aggregate.

4. If appropriate, Property (Builders Risk) Insurance shall be purchased by the Contractor, with the Contractor's Subcontractors, **Owner**, **Engineer** and **Engineer's** consultants named as insureds or additional insureds.

The Contractor furnished policies shall be primary and not contributing to any other insurance of the **Owner** or **Engineer**.

D. In recognition of the relative risks and benefits of the Projects under this Master Agreement to both the **OWNER** and the **ENGINEER**, the risks have been allocated such that the **OWNER** agrees, to the fullest extent permitted by law, to limit the liability of the **ENGINEER** to the **OWNER**, and anyone claiming by or through the **OWNER**, for any and

all claims, losses, costs, damages of any nature whatsoever, and claims expenses from any cause or causes (including attorneys' fees and costs and expert witness fees and costs), including those resulting from negligence, breach of contract, breach of statutory duty or otherwise (collectively "Claims") so that their total aggregate liability for and in connection with the entire Project, regardless of how limited in scope the services under this Agreement may be, shall not exceed an amount equal to the **ENGINEER'S** total compensation under this each individual Task Order, or the total amounts as modified in the Task Order, whichever is greater. The **OWNER** further agrees that the officers, principals, directors and employees of the **ENGINEER** and its agents will not be individually liable in respect of any Claims, holds such individuals harmless from all Claims and covenants not to bring any Claims against such individuals. Claims by, through or under the **OWNER** shall specifically include any claims by purchasers of the Projects (both first purchasers and subsequent purchasers), subsequent purchasers of the entire Projects (during or after completion), lenders of the **OWNER** and their assignees, any assignee of the **OWNER**, and any invitee of the **OWNER**. The parties agree that specific consideration has been given by the **ENGINEER** for this limitation and that it is deemed adequate. The **OWNER** acknowledges that it could obtain a higher liability limit from the **ENGINEER** in return for increasing the **ENGINEER'S** fee.

E. At any time, **Owner** may request that **Engineer**, at **Owner's** sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified herein. If the **Owner** requests increased limits and with the concurrence of **Engineer**, and if commercially and reasonably available, **Engineer** shall obtain and shall require **Engineer's** subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by **Owner**.

6.19 Controlling Law

This Agreement shall be governed by the law of the state in which the project is located.

6.20 Notices

Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.21 Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive the Agreement's completion or termination for any reason.

6.22 Severability

Any provision or part of the Agreement held to be void or unenforceable shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon **Owner** and **Engineer**.

6.23 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

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Exhibit A – Task Order No.: XX

**For Master Agreement between the Owner, Town of Stevensville
And the Engineer, Morrison-Maierle, Inc.**

Task Order No.: XX

In accordance with the Master Agreement for Professional Airport Engineering Services for the Stevensville Airport between **Owner** and **Engineer** dated XXXXXXXX XX, 20XX (Agreement), **Owner** and **Engineer** agree as follows:

Section 1 - SPECIFIC PROJECT DATA

- 1.01 Effective Date of Task Order: _____
- 1.02 Project Title: _____
- 1.03 Project Description: _____
- 1.04 Funding: _____

Section 2 - SERVICES OF ENGINEER

2.01 The Proposed Services described below are in addition to or supplement the Master Agreement services described in Section 2.01 A. Acquisition of Land or Equipment; Section 2.01B Programming and Pre-Design Engineering Activities for the Project, Preliminary Design, Final Design and 100% Review for the Project, Provide Assistance in the Bidding Process Construction Phase Services, Project Closeout Services; Section 2.01 C. Airport Layout Plan Update Project; and Section 2.01 D. Airport Master Plan Update Project.

2.02 Basic Services

The ENGINEER agrees to provide normal professional engineering and planning services in connection with the Project as set forth below:

INSERT SCOPE OF SERVICES WITH ANY MODIFICATIONS FROM MASTER AGREEMENT

Section 3 – OWNER’S RESPONSIBILITY

The provisions of **Section 3 Owner’s Responsibilities** from the Master Agreement are hereby incorporated by reference.

The following SPONSOR’s responsibilities related directly to this project are added to this Task Order:

INSERT MODIFICATIONS OR ADDITIONS AS REQUIRED

Section 4 - TIMES FOR RENDERING SERVICES

Phase

Completion Date

Programming and Pre-Design Activities

Preliminary Design Engineering

Final Design Engineering

Bidding Assistance

Construction Phase Services

Project Closeout Services

ADD OTHER PROVISIONS AND MODIFICATIONS AS REQUIRED

Section 5 - PAYMENTS TO ENGINEER

5.01 Effective Rates for this Task Order

- A. The approved federal overhead rate in effect on the date of this Task Order is xxx.xx %.
- B. The services identified under this Task Order will be paid by method of Lump Sum (LS). Total compensation for this Task Order is estimated to be:

Phase	Method of Payment	Estimated Compensation
Programming & Pre-Design Activities	Lump Sum	\$
Preliminary Design Services	Lump Sum	\$
Final Design Services	Lump Sum	\$
Assistance in the Bidding Process	Lump Sum	\$
Construction Phase Services	Cost Plus Fixed Fee	\$
Project Closeout Services	Lump Sum	\$
TOTAL ESTIMATED COMPENSATION THIS TASK ORDER		\$

Section 6 - CONSULTANTS:

List Consultants

Section 7- OTHER MODIFICATIONS TO MASTER AGREEMENT:

List or None.

Section 8 - ATTACHMENTS:

- A. **Exhibit A – Engineering Fees**

Page 2 of 4 pages

Exhibit A – Task Order Format

Section 9 - DOCUMENTS INCORPORATED BY REFERENCE

- A. Master Agreement Dated _____
- B. Exhibit B – Duties, Responsibilities, and Limitations of Authority of Resident Engineer (RE) or Resident Project Representative (RPR)
- C. Exhibit C - Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors
- D. *List others*

SAMPLE

Section 10 - APPROVAL AND ACCEPTANCE:

10.01 Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Master Agreement. Engineer is authorized to begin performance of Programming and Pre-Design Activities on the Project on (insert date), which date is confirmed upon receipt of a copy of this Task Order signed by **Owner**.

The Effective Date of this Task Order is as written in Section 1.01 above.

MORRISON-MAIERLE, Inc. (ENGINEER)

Town of Stevensville (OWNER)

Signature Date

Signature Date

Name

Name

Title

Title

DESIGNATED REPRESENTATIVE
FOR TASK ORDER:

DESIGNATED REPRESENTATIVE
FOR TASK ORDER:

Name

Name

Title

Title

Address

Address

E-Mail Address

E-Mail Address

Phone

Phone

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This is **EXHIBIT B**, consisting of five (5) pages, referred to in and part of the **Master Agreement between OWNER and ENGINEER for Professional Services** dated November 14, 2024.

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority are hereby incorporated in all Task Orders unless eliminated by Task Order

B1.01 Resident Project Representative

A. **Engineer** shall furnish a Resident Project Representative (“RPR”) to assist **Engineer** in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is **Engineer’s** representative at the Site, will act as directed by and under the supervision of **Engineer**, and will confer with **Engineer** regarding RPR’s actions.

B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, **Engineer** shall endeavor to provide further protection for **Owner** against defects and deficiencies in the Work. However, **Engineer** shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall **Engineer** (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The **Engineer** (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in the Master Agreement, as incorporated, are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with **Engineer** and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of **Engineer**.
2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with **Engineer** concerning acceptability of such schedules.
3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. *Safety Compliance:*
 - a. Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR’s own personal safety while at the Site.

- b. Should the RPR notice what appears to be an unsafe condition that could pose an imminent threat to the safety of those that could be harmed by the condition, the RPR has the authority to immediately contact and identify the issue to the Contractor for the Contractor's immediate correction to a safer condition.
 - c. The RPR will monitor the Contractor's actions for compliance with the Airport's FAA approved project Construction Safety and Phasing Plan (CSPP), which if applicable, are included in the construction Contract Documents. Should the RPR identify an action or procedure that is non-compliant with the CSPP, the RPR will assist the Project Manager with the preparation of a response informing the Owner.
 - d. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - e. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - f. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation - RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
6. *Shop Drawings and Samples*
- a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify **Engineer** of availability of Samples for examination.
 - c. Advise **Engineer** and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or **Engineer**.
7. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to **Engineer**. Transmit **Engineer's** response (if any) to such suggestions to Contractor.
8. *Review of Work; Defective Work*
- a. Report to **Engineer** whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be

corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform **Engineer** of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to **Engineer** for addressing such Work; and
- c. Advise **Engineer** of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

9. *Inspections, Tests, and System Start-ups*

- a. Consult with **Engineer** in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to **Engineer** appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to **Engineer**.

10. *Records*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to **Engineer**.
- c. Upon request from Owner to **Engineer**, photograph or video work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

- e. Maintain records for use in preparing Specific Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to **Engineer**.

11. *Reports*

- a. Furnish to **Engineer** periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to **Engineer** proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to **Engineer** and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform **Engineer** of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to **Engineer**, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to **Engineer** for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in **Engineer's** visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
- b. Participate in **Engineer's** visit to the Site in the company of, **Owner**, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to **Engineer** concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit C).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of **Engineer's** authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by **Engineer**.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

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Exhibit C

Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors

CONTRACT PROVISIONS –Professional Services

The following federal contract provisions are part of the contract documents. These federal contract provisions shall be incorporated into all subcontracts by whole or by reference.
FED

A1 - ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 - NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: **2.7%**

Goals for female participation in each trade: **6.9%**

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female

employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Montana, Ravalli County, Town of Stevensville.

A3 - BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the *Consultant* or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Consultant* written notice that describes the nature of the breach and corrective actions the *Consultant* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the *Consultant* must correct the breach. Owner may proceed with termination of the contract if the *Consultant* fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A5 - GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A6 - Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

A6.1 - Nondiscrimination Requirements/Title VI Clauses for Compliance

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A7 - CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

A8 - CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A9 - COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A10 - DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly

period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

- (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is

enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or

indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

- (iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work

actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment

opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

A11.1 - CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

A11.2 - CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A12 - DISADVANTAGED BUSINESS ENTERPRISE

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Town of Stevensville to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

A12.2 Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

A12.3 Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to [include Solicitation paragraph number where paragraph 12.3.1, Solicitation Language appears] (or an approved substitute DBE firm) without prior written consent of the Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent of the Owner. Unless Owner consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Owner may provide such written consent only if Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

A13 - TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 - PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

A16.1 - EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their

race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions

may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

A16.2 - STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which

contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The

Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards

accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

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- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of

Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A17 - FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A18 CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A19 - PROHIBITION OF SEGREGATED FACILITIES

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A20 - OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A21 - PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A22 - RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit

Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A23 - SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A24 - CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

1) Certifications

The applicant represents that it is (✓) is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2)

The applicant represents that it is (✓) is not (X) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then

notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A25.1 - TERMINATION FOR CONVENIENCE

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A25.2 - TERMINATION FOR CAUSE

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

Termination by Owner: The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

Perform the services within the time specified in this contract or by Owner approved extension;

Make adequate progress so as to endanger satisfactory performance of the Project; or

Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

Termination by Consultant: The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

Defaults on its obligations under this Agreement;

Fails to make payment to the Consultant in accordance with the terms of this Agreement;

Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A26 - TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct

through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A27 - VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A28 - CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

File Attachments for Item:

f. Discussion/Decision: Approval of Track Out Of Service Agreement between the Town of Stevensville and Montana Rail Link Regarding RR Crossing at East 2nd Street

Bob Michalson

From: Trent Hansen <thansen@mtrail.com>
Sent: Tuesday, December 10, 2024 9:07 AM
To: Bob Michalson
Cc: Joe Gentri; Jessica Spencer
Subject: Re: Crossing Issue - 2nd St- Still MRL Owned

Bob,

Great to catch up with you yesterday on the phone. To recap our conversation, there are some options for the crossings at E. 2nd Street in Stevensville:

1. Track out of Service Agreement (TOS) - This is an agreement between the railroad and the road authority/owner to remove the tracks and pave the roadway. In this case the agreement would be with the Town of Stevensville and MRL. The agreement spells out who would perform/pay for the work to remove the tracks and pave back the roadway. The agreement also stipulates the rights retained by the railroad to reinstall new crossings, should the railroad ever resume operating the branch line. Per your comments, it sounds as though the Ravalli County Road Department may need to be involved as well since this location straddles the town limits and county boundary. The cost in this case would be covered by the Town of Stevi and Ravalli County. When we've been removing crossings this year and paving back, the price per crossing is around \$13k/each, in this case I'd expect \$24k-\$30k total. To verify current pricing though, we'd need an estimate from the contractor.
2. Repair the crossing timbers - MRL's contractor could come down to repair/replace the deteriorating crossing timbers. The issue here is that the track ties are usually in poor shape so when we try to bolt down the new timbers, the bolts won't bite into the ties and hold. We generally try to avoid this option because we never have great luck with it unless we installed new ties before to bolt the timbers to. This would be at MRL's cost.
3. Remove timbers and pave over - The timbers could be removed and fill the space with asphalt with the track structure(rail, ties etc.) remaining in place. The issue with this is that the track ties remain and place and continue to deteriorate over time and can settle. This would be at MRL's cost.

I can call Ravalli County as well if you'd like.

Let me know your thoughts or if you have any questions.

Thanks,
Trent



Stevensville Town Council Meeting

Agenda Item Request

To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Bob Michalson
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	12/12/2024
Agenda Topic:	Discussion/Decision: Approval of Track Out Of Service Agreement between the Town of Stevensville and Montana Rail Link Regarding RR Crossing at East 2 nd Street
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	12/12/2024
Notes:	The railroad crossing is located at E. 2 nd Street. Mayor Michalson has had conversations with Trent Hansen with Montana Rail Link (MRL). Backup documentation is included with this agenda item.

File Attachments for Item:

g. Discussion/Decision: Set a C.O.W. Meeting to Discuss Council Rules and Procedures



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Backup Documents Attached?	Choose an item.
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	12/12/2024
Notes:	