

AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of April, 2022 by and between Carbon County (“County”) and Matriarch Construction Inc. (“Contractor”).

County and Contractor Agree as follows:

WHEREAS on February 17 and 24, 2022 the Carbon County Board of Commissioners caused to be published an Invitation to Bid for the project “2022 Aggregate Crushing,” which is attached hereto as Exhibit A, which Invitation to Bid referenced and included the County’s Proposal for 2022 Aggregate Crushing and exhibits thereto, a copy of which is attached hereto as Exhibit B; and

WHEREAS on March 8, 2022 Contractor submitted a proposal for the above-referenced project, which proposal was chosen and accepted by the Carbon County Board of Commissioners; and

WHEREAS the parties now desire to set forth the specifics of the agreement for Contractor to undertake the above-described project;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree to the following with respect to the above-described project:

SECTION 1: THE PROJECT

The Project is generally described as the “2022 Aggregate Crushing Project”.

SECTION 2: SCOPE OF WORK

Contractor shall complete all work for the Project as specified by the County in Proposal for 2022 Aggregate Crushing (hereinafter, “Work”), Exhibit B. All requirements included in

Exhibit B are specifically incorporated into this Agreement by this reference. Contractor agrees that, upon completion of Work at each gravel pit described in the Work, Contractor shall provide County with notice of completion of such element of Work. County shall thereafter have seven (7) days to inspect such Work and notify Contractor of any deficiencies or other issues in writing. Contractor shall thereafter have seven (7) days to address any deficiencies or other issues. Within thirty (30) days of notice by Contractor of completion of Work at each gravel pit, or receipt of the below-denoted information and documents, whichever occurs later in time, and predicated on County's determination that the Work at each gravel pit has been completed to County's sole satisfaction based upon the Invitation to Bid and Work, or resolution of deficiencies or other issues denoted by County as described herein, County shall pay Contractor for Work in the amount specified in the March 8, 2022 Proposal (Exhibit C) for each gravel pit. However, County's payment to Contractor is subject to receipt of the following:

1. Documentation which supports, to the County's sole satisfaction, that liens or claims which were filed against the Project, if any, have been paid; and
2. Contractor's signed Affidavit of Completion, Payment of Debts and Claims, and Release of Liens, a copy of which is attached hereto as Exhibit D.

SECTION 3: TIME OF COMMENCEMENT AND COMPLETION

Work shall be completed on or before December 01, 2022. Contractor shall give County at least 48 hours notice before commencing Work. County shall have the right to deduct as liquidated damages from any money or moneys due or coming due to the Contractor an amount equal to \$200 per day for each and every calendar day after the contract completion date of December 1, 2022.

SECTION 4: CONTRACTOR COMMITMENTS

- 4.01: Contractor shall complete Work in accordance with the specifications contained in the Proposal and Standard and Special Provisions (Exhibit B). Contractor further agrees that all Work will be completed in accordance with the Montana Public Works Standards Specifications, Sixth Edition.
- 4.02: Contractor shall pay wages to all employees or subcontractors on the Project at current Davis Bacon prevailing wage rates.
- 4.03: Contractor shall cooperate with County in arranging for and conducting final inspection of the project after completion of the project.

SECTION 5: INDEMNITY AND INSURANCE

- 5.01: Contractor agrees to indemnify County, its agents, and employees, and hold harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense and attorney's fees, on account of bodily or personal injuries, death, or damage to property arising out of or otherwise related to any activities undertaken to complete the Project.
- 5.02: Contractor shall maintain in full force and effect during the term of this Agreement: (a) workers compensation insurance covering all employees or subcontractors assisting in or otherwise involved in Work on the Project; and (b) General Liability Insurance, with limits of at least \$1,000,000 combined Bodily Injury and Property Damage.
- 5.03: No work under this Agreement may be initiated until a certificate of Contractor's workers compensation and general liability coverage has been provided to and received by the County, at the address listed in Section 6 of this Agreement.

SECTION 6: NOTICE

Any notice required under the terms of this Agreement must be made in writing, delivered via

United States Postal Service first class mail upon the following:

County:

Carbon County Commissioners
P.O. Box 887
17 West 11th St.
Red Lodge, MT 59068

Contractor:

Matriarch Construction, Inc.
1260 Hwy 10 West
Laurel, MT 59044

SECTION 7: CHOICE OF LAW AND VENUE

The laws of the State of Montana shall apply to the interpretation of this Agreement, and the venue for any disputes related thereto shall be in Montana's Twenty-Second Judicial District, Carbon County, Montana. In any dispute relating to this Agreement or regarding its terms, enforcement, or applicability, the prevailing party as determined by the Court shall be entitled to recover its reasonable attorneys' fees and costs.

SECTION 8: PERSONNEL

It is mutually agreed that Contractor is conducting work as Contractor and not as an employee of County. Further, it is mutually agreed that neither Contractor nor its employees are covered by the Workers' Compensation laws applicable to County as employer.

SECTION 9: MODIFICATION

This instrument, including attachments hereto as referenced herein, contains the entire Agreement between the parties, and shall supersede any oral or written agreements to the contrary. This Agreement may not be enlarged, amended, altered or modified, and no rights of any Party hereunder shall be waived unless such enlargement, amendment, alteration, modification, or waiver is evidenced by a written instrument executed by all of the Parties hereto.

SECTION 10: NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity, other than Parties hereto, any rights, claims, benefits, or remedies of any nature whatsoever under or by reason of this Agreement.

SECTION 11: BREACH/TERMINATION

Upon breach of any of the terms or conditions of this Agreement by Contractor, County may terminate this Agreement in whole or in part and have any and all remedies at law or equity. County shall notify Contractor, in writing, of the determination for termination, together with the effective date.

SECTION 12: WAIVER

A waiver of any particular provision of this Agreement by County shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude County from insisting on strict compliance with this Agreement in other circumstances.

SECTION 13: SEVERABILITY

If any provision of this Agreement is or becomes invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions hereof or of such provision in other respects shall not be affected thereby.

SECTION 14: COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which together shall constitute the same instrument.

SECTION 15: CONTENTS

This Agreement consists of pages 1-6, plus Exhibits A, B, C and D.

In WITNESS THEREOF, the parties have set their signatures hereto.


Carbon County

By: 

4-26-2022
Date

Its: County Commissioner, Presiding Officer

Matriarch Construction Inc.

By: 

5/8/2022
Date

Its: pres.



Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Matriarch Construction, Inc.

1260 Highway 10 West

Laurel, MT 59044

OWNER:

(Name, legal status and address)

Carbon County

17 West 11th Street, PO Box 887

Red lodge, MT 59068

CONSTRUCTION CONTRACT

Date: 4/26/2022

SURETY:

(Name, legal status and principal place of business)

Frankenmuth Mutual Insurance Company

1 Mutual Avenue

Frankenmuth, MI 48787

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312--2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

Amount: One Hundred Sixty-four Thousand Two Hundred And No/100 (\$164,200.00)

Description:

(Name and location)

2022 Aggregate Crushing Project, Carbon County, Montana

BOND

Date: 04/28/2022

(Not earlier than Construction Contract Date)

Amount: One Hundred Sixty-four Thousand Two Hundred And No/100 (\$164,200.00)

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company:  *(Corporate Seal)*

Matriarch Construction, Inc.

Signature:

Name **CRAG STEVENS**
and Title: **PRESIDENT**

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company:  *(Corporate Seal)*

Frankenmuth Mutual Insurance Company

Signature:

Name Jon Tierney
and Title: Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:

Init.



Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Matriarch Construction, Inc.

1260 Highway 10 West

Laurel, MT 59044

OWNER:

(Name, legal status and address)

Carbon County

17 West 11th Street, PO Box 887

Red lodge, MT 59068

CONSTRUCTION CONTRACT

Date: 4/26/2022

Amount: One Hundred Sixty-four Thousand Two Hundred And No/100 (\$164,200.00)

Description:

(Name and location)

2022 Aggregate Crushing Project, Carbon County, Montana

SURETY:

Name, legal status and principal place of business)

Frankenmuth Mutual Insurance Company

1 Mutual Avenue

Frankenmuth, MI 48787

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: 04/28/2022

(Not earlier than Construction Contract Date)

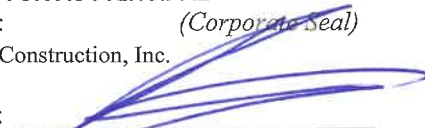
Amount: One Hundred Sixty-four Thousand Two Hundred And No/100 (\$164,200.00)

Modifications to this Bond: X None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Matriarch Construction, Inc.

Signature: 

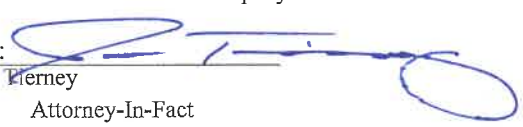
Name *CRAG STIVERS*
and Title: *Pres.*

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: *(Corporate Seal)*

Frankenmuth Mutual Insurance Company

Signature: 

Name Jon Tierney
and Title: Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

FRANKENMUTH MUTUAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Mutual Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Jon Tierney, John D. Leaf, Gary Paladichuk, Chris Jermunson, Brooke A. Garness, Kimberly Hodson, Sharresa Drahos, Kristin A. Piccioni, Jamie M. Roe

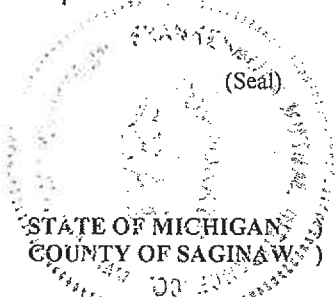
Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Mutual Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.



Frankenmuth Mutual Insurance Company

By [Signature] Frederick A. Edmond, Jr., President and Chief Operating Officer

STATE OF MICHIGAN COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposited and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.

[Signature] (Seal) Dianne L. Voss, Notary Public Saginaw County, State of Michigan My Commission Expires July 23, 2024



I, the undersigned, Vice President of Frankenmuth Mutual Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 28th day of April, 2022.

[Signature] Andrew H. Knudsen, Vice President

Exhibit A

2022 Aggregate Crushing Project

INVITATION TO BIDDERS 2022-23 GRAVEL CRUSHING

NOTICE IS HEREBY GIVEN, that the Carbon County Board of Commissioners is now accepting proposals for the delivery of 2022-23 GRAVEL CRUSHING.

Sealed proposals will be received by the Carbon County Board of County Commissioners at 17 West 11th Street, Post Office Box 887, Red Lodge, Montana, 59068, until 11:00 a.m. MST on March 8th, 2022 when they will be publicly opened and read aloud. Each Bid must be clearly marked, "GRAVEL CRUSHING BID ENCLOSED".

The successful bidder we be required to furnish appropriate performance and payment bonds in the amount of 100% of the contract sum. The successful bidder will also be required to provide certificates of liability and workers compensation insurance (or exemption).

Contract documents may be examined or obtained at the Carbon County Clerk and Records Office at 17 West 11th Street, Red Lodge, Montana 59068 or online <http://co.carbon.mt.us/rfps/>.

Questions relative to the standard and special provisions may be directed to the Carbon County Commissioners at (406) 446 – 1595 or commissioners@co.carbon.mt.us.

No proposal may be withdrawn after the scheduled time for the public opening of proposals, which is scheduled for 11:00 a.m. MST on March 8st, 2022. Bids may be mailed, or delivered to the Carbon County Clerk and Recorder, P.O. Box 887, 17 West 11th St., Red Lodge, Montana, 59068.

Carbon County reserves the right to reject any or all proposals received, to waive informalities therein, to postpone the award of the contract for a period of time not to exceed sixty (60) days and to accept the lowest responsive and responsible proposal(s) determined to be in the best interests of Carbon County.

Submitted this 3 day of February 2022

Bill Bullock, Presiding Officer
Board of County Commissioners
Carbon County, Montana

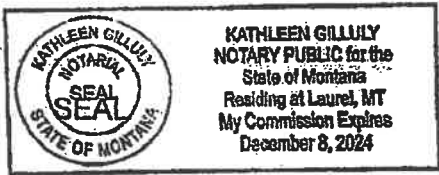
AFFIDAVIT & CERTIFICATION OF PUBLICATION

State of Montana
County of Carbon

I hereby certify that I am an employee of the Carbon County News and the attached notice was printed and published in full in the regular and entire issue of the Carbon County News on the following date(s): 2/17 + 2/24/22

Signature: [Handwritten Signature] Printed Name: Tina Williamson

Subscribed and sworn before me this 18th day of March, 20 22



Kathleen Gilluly
NOTARY PUBLIC for the State of Montana,
Residing at Laurel
My commission expires 12/8/24

----- ATTACH PUBLIC NOTICE HERE -----

Carbon County reserves the right to reject any or all proposals received, to waive informalities therein; to postpone the award of the contract for a period of time not to exceed sixty (60) days and to accept the lowest responsive and responsible proposal(s) determined to be in the best interests of Carbon County. . . . Submitted this 3 day of February 2022.
Bill Bullock, Presiding Officer
Board of County Commissioners
Carbon County, Montana

Published Feb 17 & Feb 24, 2022
MNAXLP

INVITATION TO BIDDERS
2022-23 GRAVEL CRUSHING
NOTICE IS HEREBY GIVEN that the Carbon County Board of Commissioners is now accepting proposals for the delivery of 2022-23 GRAVEL CRUSHING.
Sealed proposals will be received by the Carbon County Board of County Commissioners at 17 West 11th Street, Post Office Box 887, Red Lodge, Montana, 59068, until 11:00 a.m. MST on March 8th, 2022 when they will be publicly opened and read aloud. Each Bid must be clearly marked "GRAVEL CRUSHING BID ENCLOSED".
The successful bidder will be required to furnish appropriate performance and payment bonds in the amount of 100% of the contract sum. The successful bidder will also be required to provide certificates of liability and workers compensation insurance (or exemption).
Contract documents may be examined or obtained at the Carbon County Clerk and Recorder's Office at 17 West 11th Street, Red Lodge, Montana 59068 or online <http://co.carbon.mt.us/crps/>.
Questions relative to the standard and special provisions may be directed to the Carbon County Commissioners at (406) 446-1595 or commissioners@co.carbon.mt.us.
No proposal may be withdrawn after the scheduled time for the public opening of proposals, which is scheduled for 11:00 a.m. MST on March 8th, 2022. Bids may be mailed, or delivered to the Carbon County Clerk and Recorder, P.O. Box 887, 17 West 11th St., Red Lodge, Montana, 59068.

Exhibit B

2022 Aggregate Crushing Project

CARBON COUNTY ROAD & BRIDGE DEPARTMENT

PROPOSAL FOR

2022-23 AGGREGATE CRUSHING

PROPOSAL OF

(NAME)

(ADDRESS)

to furnish and deliver all materials and equipment and to perform all necessary work in accordance with the Standard and Special Provisions contained herein, and as on file in the offices of the Carbon County Road & Bridge Department.

To the Board of County Commissioners for Carbon County, Montana -

Pursuant to the Request for Proposals of the Board of County Commissioners inviting competitive proposals for the delivery of the services herein specified and in conformity with the Standard and Special Provisions pertaining thereto, and as on file in the offices of the Carbon County Road & Bridge Department;

(I) (We) hereby certify that (I) (We) are the only person interested in this proposal as principle; that this proposal is made and submitted without fraud or collusion with any person, firm or corporation whatsoever; and that a thorough examination has been made of the contract form, together with the standard and special provisions pertaining to the materials referenced herein.

(I) (We) further propose to execute the form of contract within ten (10) days after receiving a written Notice of Award, should such notice be offered.

(I) (We) agree to adhere to Title 18 of the Montana Code Annotated.

SPECIAL PROVISIONS - AGGREGATE CRUSHING

PROJECT DESCRIPTION

The Carbon County Road & Bridge Department (COUNTY) proposes to employ a private contractor (CONTRACTOR) to crush aggregate at two (2) pit locations within Carbon County. Bidder may bid one project location or all project locations for a total approximate quantity of 20,000 cubic yards.

PROJECT LOCATION

The pit locations are generally described as:

The "Vukonich Pit" is located approximately 5 miles west of Silesia, MT; S32, T3S, R23E NW1/4, NE1/4, NE1/4

The "Phillips Pit" is located approximately 5.25 miles northeast of Bridger, MT; Lots 2 and 3, Section 2, and Gov't Lot 1, Section 3, T 6S, R 23E

PROJECT QUANTITIES

10,000 cubic yards 1" Minus at the "Vukonich Pit"

20,000 cubic yards 1" Minus at the "Phillips Pit"

ADDITIONAL QUANTITIES

The COUNTY **may**, upon notification, employ the CONTRACTOR to produce additional quantities of crushed aggregate at any or all of the project locations.

MATERIAL SPECIFICATIONS

The CONTRACTOR'S attention is specifically directed to the following -

Aggregate materials produced under this proposal shall generally conform to **SECTION 02235 (CRUSHED BASE COURSE)** of the Montana Public Works Standard Specifications (MPWSS) (Sixth Edition, 2010), the provisions of which are adopted in their entirety and incorporated into this request for proposals.

The CONTRACTOR shall perform such materials testing as necessary to clearly demonstrate that the materials being produced consistently conform to these specifications. No additional payment for materials testing will be considered.

In the event materials produced are consistently found not to generally meet these specifications, the CONTRACTOR shall assume the responsibility for the cost of reprocessing those materials. It is the responsibility of the CONTRACTOR to assure quality control of the materials produced. The COUNTY recognizes that each pit will have varying composition of raw materials that may complicate strict adherence to the desired specification. The CONTRACTOR shall make every effort to produce materials that meet the desired specification and shall agree to work cooperatively with the COUNTY to achieve the greatest level of conformance.

DELIVERY OF MATERIALS

The CONTRACTOR shall stockpile the crushed aggregate in the location(s) as determined by the COUNTY, upon consultation with the CONTRACTOR.

UNIT PRICES

The CONTRACTOR shall include the cost of all materials, equipment, personnel and process necessary to produce and stockpile the materials offered, as specified herein, in the proposed UNIT PRICE(S). No separate payment for any material, equipment, personnel or process will be considered or provided.

MEASUREMENT AND PAYMENT

The payable quantity of material produced shall be determined, by measurement (survey) of the stockpiled material, by a Professional Land Surveyor, licensed in the State of Montana, as selected by the COUNTY. The CONTRACTOR agrees to pay **one-half of the cost** of such survey and agrees this amount will be withheld by the COUNTY from the final payment to the CONTRACTOR.

TIME FOR COMPLETION

“Phillips Pit” All materials produced and services offered under this proposal shall be completed by the CONTRACTOR, subject to acceptance by the COUNTY, not later than **01 June 2022**. Carbon County shall have the right to deduct as liquidated damages from any money or moneys due or coming due to the Vendor/Contractor an amount equal to \$200 per day for each and every calendar day after the contract completion date of 01 June, 2022.

“Vukonich Pit” All materials produced and services offered under this proposal shall be completed by the CONTRACTOR, subject to acceptance by the COUNTY, not later than **01 December 2022**. Carbon County shall have the right to deduct as liquidated damages from any money or moneys due or coming due to the Vendor/Contractor an amount equal to \$200 per day for each and every calendar day after the contract completion date of 01 December, 2022.

ENVIRONMENTAL COMPLIANCE

The CONTRACTOR shall be alone responsible for ensuring that the project site remains free of all introduced contaminants, and that all spills shall be reported to, and mitigated pursuant to, Montana Department of Environmental Quality standards. The CONTRACTOR agrees that all solid wastes will be removed from the project site and properly disposed of, at the CONTRACTORS expense.

SITE MANAGEMENT

The CONTRACTOR shall be responsible for operating the site in accordance with Montana Department of Environmental Quality statutes, regulations, and permit provisions for the site in a manner that accommodates effective utilization of the embanked raw materials and the future use of the site. Excavations shall be generally uniform and symmetric.

Unless provided otherwise in the Department of Environmental Quality Opencut permit, all cut banks shall be graded to an approximate 3:1 slope, and the pit floor shall be left generally level and uniformly graded at the completion of the project.

SITE INSPECTION

To arrange an inspection of the proposed pit locations, the CONTRACTOR may contact the Carbon County Commissioners at (406) 446-1595. The CONTRACTOR is responsible for ensuring thorough familiarity with the sites.

REGULATORY COMPLIANCE AND INDEMNIFICATION

The CONTRACTOR shall be solely responsible ensuring that all Opencut Mining statutes, regulations, and opencut mining permit requirements are followed during CONTRACTOR'S operations, and CONTRACTOR agrees that CONTRACTOR is solely liable for any violations occurring during CONTRACTOR's operations. Should the Montana Department of Environmental Quality bring any action against Carbon County for violations relating to or pertaining to CONTRACTOR's operations, CONTRACTOR agrees to defend and indemnify Carbon County for any such action, including any appeals related thereto. This defense and indemnification obligation specifically includes payment of fines or judgments against Carbon County, as well as costs and attorneys' fees incurred by Carbon County, all at the CONTRACTORS sole expense.

STANDARD PROVISIONS

CONTACT

Questions relative to these specifications, the bidding, and/or award process may be directed to the Carbon County Commissioners at **(406) 446 - 1595**.

LICENSE AND INSURANCE

The VENDOR shall maintain and provide, upon request, to the COUNTY copy of

Public Liability Insurance in the amount of (not less than) \$1,000,000.00.

Workers Compensation Insurance.

Montana Contractors License.

The CONTRACTOR shall include any and all costs associated with maintaining such license or insurance in the unit price(s) offered under this proposal.

PERFORMANCE GUARANTEE – The VENDOR shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder in the amount of 100% of the contract sum. Bonds may be secured through the VENDOR's usual sources.

BIDDING INSTRUCTIONS

The BIDDER shall state their proposal clearly, in ink, on the attached form(s) including Unit Prices, Total Price and any other pertinent information. **Any exception to the Contract Specifications shall be noted in the proposal.** The proposal must be sealed and submitted in accordance with these instructions.

The PROPOSAL must be signed, in ink, in the space provided. If submitted by an individual owner it shall be signed by said individual. If submitted by a corporation it shall be signed by either the President or the Vice President and either the Secretary or Treasurer, and those signatures shall be those of two different individuals. If submitted by an association it shall be signed by all the owners of all the equipment or material for which proposals are submitted. If submitted by a partnership it shall be signed by all members of the venture.

CARBON COUNTY EXPRESSLY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR PARTS OF PROPOSALS AND TO WAIVE INFORMALITIES THEREIN, AND TO AWARD IN THE BEST INTERESTS OF CARBON COUNTY.

A proposal containing **any alteration or erasure will be rejected** unless the alteration of erasure is corrected as follows: the alteration or erasure shall be crossed out and the correction printed in in or typewritten adjacent to the original entry **and initialed by (all of) the persons signing the proposal.**

PROPOSALS MADE IN PENCIL WILL BE REJECTED.

The completed proposal must be submitted in sealed envelope and delivered to

**CARBON COUNTY BOARD OF COUNTY COMMISSIONERS
17 WEST 11TH STREET
POST OFFICE BOX 887
RED LODGE, MONTANA 59068**

PROPOSALS MUST BE RECEIVED BEFORE

11:00 A.M. MST, MONDAY, MARCH 7, 2022

THE ENVELOPE MUST BE CLEARLY MARKED

PROPOSAL FOR 2022-23 AGGREGATE CRUSHING

PROPOSALS WILL BE OPENED AND READ ALOUD AT

11:00 A.M. MST, TUESDAY, MARCH 8, 2022
AT
**CARBON COUNTY BOARD OF COMMISSIONERS' OFFICE
17 WEST 11TH STREET
RED LODGE, MONTANA 59068**

AGGREGATE CRUSHING PROPOSAL FORM

PROPOSAL OF _____
(NAME)

(ADDRESS)

herein proposes to complete the performance of **2022-23 AGGREGATE CRUSHING**, in accordance with the attached specifications dated June 2019, as on file in the offices of the Carbon County Road & Bridge Department, as bid below -

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>UNIT TOTAL</u>
VUKONICH PIT 10,000 YDS ³	1" MINUS	\$ _____	\$ _____
PHILLIPS PIT 20,000 YDS ³	1" MINUS	\$ _____	\$ _____
TOTAL BID			\$ _____

Please list any tasks related to site preparation or gravel crushing that will be requested of the Carbon County Road Crew:

COMPLETED PROPOSAL SHALL BE SEALED IN AN ENVELOPE & CLEARLY MARKED
PROPOSAL FOR 2022-23 AGGREGATE CRUSHING

SUBMITTED PROPOSAL SHALL INCLUDE PAGES 1 - 8. IF ANY PAGES ARE MISSING, THE
PROPOSAL WILL NOT BE READ AND CONSIDERED.

PROPOSAL FOR 2022-23 AGGREGATE CRUSHING

A. Receipt of Addenda

The undersigned hereby acknowledge the receipt of:

Addendum # _____ dated _____

Addendum # _____ dated _____

Addendum # _____ dated _____

Signed _____

B. Execution of Proposal

This proposal dated the _____ day of _____, 2022.

Signed _____, as an individual.

Postal Address _____

Signed _____, as an individual doing business under the name and style of _____

Postal Address _____

Signed _____,

For _____, a partnership.

Name _____, Business Address _____

Name _____, Business Address _____

Name _____, Business Address _____

Signed _____, for _____

a corporation, incorporated under the laws of the State of _____

Name of President _____

Name of Vice President _____

Name of Secretary _____

Name of Treasurer _____

Business Address _____

Exhibit C

2022 Aggregate Crushing Project

CARBON COUNTY ROAD & BRIDGE DEPARTMENT

PROPOSAL FOR

2022-23 AGGREGATE CRUSHING

PROPOSAL OF

MATRIARCH CONSTRUCTION, INC

(NAME)

1260 HIGHWAY 10 WEST LAUREL, MT 59044

(ADDRESS)

to furnish and deliver all materials and equipment and to perform all necessary work in accordance with the Standard and Special Provisions contained herein, and as on file in the offices of the Carbon County Road & Bridge Department.

To the Board of County Commissioners for Carbon County, Montana -

Pursuant to the Request for Proposals of the Board of County Commissioners inviting competitive proposals for the delivery of the services herein specified and in conformity with the Standard and Special Provisions pertaining thereto, and as on file in the offices of the Carbon County Road & Bridge Department;

(I) (We) hereby certify that (I) (We) are the only person interested in this proposal as principle; that this proposal is made and submitted without fraud or collusion with any person, firm or corporation whatsoever; and that a thorough examination has been made of the contract form, together with the standard and special provisions pertaining to the materials referenced herein.

(I) (We) further propose to execute the form of contract within ten (10) days after receiving a written Notice of Award, should such notice be offered.

(I) (We) agree to adhere to Title 18 of the Montana Code Annotated.

SPECIAL PROVISIONS - AGGREGATE CRUSHING

PROJECT DESCRIPTION

The Carbon County Road & Bridge Department (COUNTY) proposes to employ a private contractor (CONTRACTOR) to crush aggregate at two (2) pit locations within Carbon County. Bidder may bid one project location or all project locations for a total approximate quantity of 20,000 cubic yards.

PROJECT LOCATION

The pit locations are generally described as:

The "Vukonich Pit" is located approximately 5 miles west of Silesia, MT; S32, T3S, R23E NW1/4, NE1/4, NE1/4

The "Phillips Pit" is located approximately 5.25 miles northeast of Bridger, MT; Lots 2 and 3, Section 2, and Gov't Lot 1, Section 3, T 6S, R 23E

PROJECT QUANTITIES

10,000 cubic yards 1" Minus at the "Vukonich Pit"

10,000 cubic yards 1" Minus at the "Phillips Pit"

ADDITIONAL QUANTITIES

The COUNTY **may**, upon notification, employ the CONTRACTOR to produce additional quantities of crushed aggregate at any or all of the project locations.

MATERIAL SPECIFICATIONS

The CONTRACTOR'S attention is specifically directed to the following -

Aggregate materials produced under this proposal shall generally conform to **SECTION 02235 (CRUSHED BASE COURSE)** of the Montana Public Works Standard Specifications (MPWSS) (Sixth Edition, 2010), the provisions of which are adopted in their entirety and incorporated into this request for proposals.

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DELIVERY OF MATERIALS

The CONTRACTOR shall stockpile the crushed aggregate in the location(s) as determined by the COUNTY, upon consultation with the CONTRACTOR.

UNIT PRICES

The CONTRACTOR shall include the cost of all materials, equipment, personnel and process necessary to produce and stockpile the materials offered, as specified herein, in the proposed UNIT PRICE(S). No separate payment for any material, equipment, personnel or process will be considered or provided.

MEASUREMENT AND PAYMENT

The payable quantity of material produced shall be determined, by measurement (survey) of the stockpiled material, by a Professional Land Surveyor, licensed in the State of Montana, as selected by the COUNTY. The CONTRACTOR agrees to pay **one-half of the cost** of such survey and agrees this amount will be withheld by the COUNTY from the final payment to the CONTRACTOR.

TIME FOR COMPLETION

"Phillips Pit" All materials produced and services offered under this proposal shall be completed by the CONTRACTOR, subject to acceptance by the COUNTY, not later than **01 June 2022**. Carbon County shall have the right to deduct as liquidated damages from any money or moneys due or coming due to the Vendor/Contractor an amount equal to \$200 per day for each and every calendar day after the contract completion date of 01 June, 2022.

"Vukonich Pit" All materials produced and services offered under this proposal shall be completed by the CONTRACTOR, subject to acceptance by the COUNTY, not later than **01 December 2022**. Carbon County shall have the right to deduct as liquidated damages from any money or moneys due or coming due to the Vendor/Contractor an amount equal to \$200 per day for each and every calendar day after the contract completion date of 01 December, 2022.

ENVIRONMENTAL COMPLIANCE

The CONTRACTOR shall be alone responsible for ensuring that the project site remains free of all introduced contaminants, and that all spills shall be reported to, and mitigated pursuant to, Montana Department of Environmental Quality standards. The CONTRACTOR agrees that all solid wastes will be removed from the project site and properly disposed of, at the CONTRACTORS expense.

SITE MANAGEMENT

The CONTRACTOR shall be responsible for operating the site in accordance with Montana Department of Environmental Quality statutes, regulations, and permit provisions for the site in a manner that accommodates effective utilization of the embanked raw materials and the future use of the site. Excavations shall be generally uniform and symmetric.

Unless provided otherwise in the Department of Environmental Quality Opencut permit, all cut banks shall be graded to an approximate 3:1 slope, and the pit floor shall be left generally level and uniformly graded at the completion of the project.

SITE INSPECTION

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REGULATORY COMPLIANCE AND INDEMNIFICATION

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STANDARD PROVISIONS

CONTACT

Questions relative to these specifications, the bidding, and/or award process may be directed to the Carbon County Commissioners at **(406) 446 - 1595**.

LICENSE AND INSURANCE

The VENDOR shall maintain and provide, upon request, to the COUNTY copy of

Public Liability Insurance in the amount of (not less than) \$1,000,000.00.

Workers Compensation Insurance.

Montana Contractors License.

The CONTRACTOR shall include any and all costs associated with maintaining such license or insurance in the unit price(s) offered under this proposal.

PERFORMANCE GUARANTEE – The VENDOR shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder in the amount of 100% of the contract sum. Bonds may be secured through the VENDOR's usual sources.

BIDDING INSTRUCTIONS

The BIDDER shall state their proposal clearly, in ink, on the attached form(s) including Unit Prices, Total Price and any other pertinent information. **Any exception to the Contract Specifications shall be noted in the proposal.** The proposal must be sealed and submitted in accordance with these instructions.

The PROPOSAL must be signed, in ink, in the space provided. If submitted by an individual owner it shall be signed by said individual. If submitted by a corporation it shall be signed by either the President or the Vice President and either the Secretary or Treasurer, and those signatures shall be those of two different individuals. If submitted by an association it shall be signed by all the owners of all the equipment or material for which proposals are submitted. If submitted by a partnership it shall be signed by all members of the venture.

CARBON COUNTY EXPRESSLY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR PARTS OF PROPOSALS AND TO WAIVE INFORMALITIES THEREIN, AND TO AWARD IN THE BEST INTERESTS OF CARBON COUNTY.

A proposal containing **any alteration or erasure will be rejected** unless the alteration of erasure is corrected as follows: the alteration or erasure shall be crossed out and the correction printed in in or typewritten adjacent to the original entry **and initialed by (all of) the persons signing the proposal.**

PROPOSALS MADE IN PENCIL WILL BE REJECTED.

The completed proposal must be submitted in sealed envelope and delivered to

**CARBON COUNTY BOARD OF COUNTY COMMISSIONERS
17 WEST 11TH STREET
POST OFFICE BOX 887
RED LODGE, MONTANA 59068**

PROPOSALS MUST BE RECEIVED BEFORE

11:00 A.M. MST, MONDAY, MARCH 7, 2022

THE ENVELOPE MUST BE CLEARLY MARKED

PROPOSAL FOR 2022-23 AGGREGATE CRUSHING

PROPOSALS WILL BE OPENED AND READ ALOUD AT

11:00 A.M. MST, TUESDAY, March 8, 2022
AT
**CARBON COUNTY BOARD OF COMMISSIONERS' OFFICE
17 WEST 11TH STREET
RED LODGE, MONTANA 59068**

AGGREGATE CRUSHING PROPOSAL FORM

PROPOSAL OF MATRIARCH CONSTRUCTION, INC.
(NAME)

1260 HIGHWAY 10 WEST, LAUREL, MT
(ADDRESS)

herein proposes to complete the performance of **2022-23 AGGREGATE CRUSHING**, in accordance with the attached specifications dated June 2019, as on file in the offices of the Carbon County Road & Bridge Department, as bid below -

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>UNIT TOTAL</u>
VUKONICH PIT 10,000 YDS ³	1" MINUS	\$ <u>5.64</u>	\$ <u>56,400.⁰⁰</u>
PHILLIPS PIT 20,000 YDS ³	1" MINUS	\$ <u>5.39</u>	\$ <u>107,800.⁰⁰</u>
TOTAL BID			\$ <u>164,200.⁰⁰</u>

Please list any tasks related to site preparation or gravel crushing that will be requested of the Carbon County Road Crew:

- (1) SUFFICIENT AREA STRIPPED OF TOPSOIL + LEVELED TO ACCOMODATE CRUSHING EQUIPMENT + STOCKPILE AREA'S FOR STACKER CONVEYOR. WILL WORK WITH COUNTY ON DETAILS
- (2) STABILIZE AREA WITH ONSITE MATERIAL IF DIRTW/ IS ABSENT BELOW STRIPPED AREA'S SO AS TO BE STABLE FOR CRUSHING EQUIPMENT + LOADERS
- (3) SUFFICIENTLY STRIP MINING AREA OF TOPSOIL + OVER-BURDEN

COMPLETED PROPOSAL SHALL BE SEALED IN AN ENVELOPE & CLEARLY MARKED
PROPOSAL FOR 2022-23 AGGREGATE CRUSHING

SUBMITTED PROPOSAL SHALL INCLUDE PAGES 1 - 8. IF ANY PAGES ARE MISSING, THE PROPOSAL WILL NOT BE READ AND CONSIDERED.

PROPOSAL FOR 2022-23 AGGREGATE CRUSHING

A. Receipt of Addenda

The undersigned hereby acknowledge the receipt of:

Addendum # _____ dated _____

Addendum # _____ dated _____

Addendum # _____ dated _____

Signed _____

B. Execution of Proposal

This proposal dated the 7th day of MARCH, 2022.

Signed _____, as an individual.

Postal Address _____

Signed _____, as an individual doing business under the name and style of _____

Postal Address _____


Signed _____,

For _____, a partnership.

Name _____, Business Address _____

Name _____, Business Address _____

Name _____, Business Address _____

Signed  pres., for MATRIARCH CONSTRUCTION, INC
a corporation, incorporated under the laws of the State of MONTANA

Name of President CRAIG STEVENS

Name of Vice President _____

Name of Secretary NANCY STEVENS

Name of Treasurer " "

Business Address 1260 HWY 10 WEST LAUREL, MT 59044

Exhibit D

2022 Aggregate Crushing Project

CONTRACTOR'S AFFIDAVIT OF COMPLETION, PAYMENT OF DEBTS AND CLAIMS, AND RELEASE OF LIENS

Project Name: _____
Location: _____

I CERTIFY to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the corresponding contract documents between CARBON COUNTY, MONTANA, acting by and through its duly elected Board of Commissioners, hereinafter called the Owner, and _____ hereinafter called the CONTRACTOR, for the above referenced project.

I further certify and declare that all bills for materials, supplies, utilities and for all other things furnished or caused to be furnished by the CONTRACTOR and used in the execution of the contract will be fully paid upon receipt of Final Payment and that there are no unpaid obligations, liens, claims, security interests, encumbrances, liabilities and/or demands of State Agencies, subcontractors, materialmen, mechanics, laborers or any others resulting from or arising out of any work done, caused to be done or ordered to be done by the CONTRACTOR under the contract.

In consideration of the prior and final payments made and all payments made for authorized changes, the CONTRACTOR releases and forever discharges the OWNER from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the contract and authorized changes between the parties, either verbal or in writing, and any and all claims and demands of every kind and character whatsoever against the OWNER, arising out of or in any way relating to the contract and authorized changes.

I further certify and agree that the warranty period is defined as commencing with Substantial Completion (or with each Substantial Completion if there is more than one) of the Project, or any portion thereof, and continuing for one (1) calendar year from the date of Final Acceptance of the entire project unless otherwise modified in writing as part of the Substantial Completion or Final Acceptance.

This statement is made for the purpose of inducing the OWNER to make FINAL PAYMENT under the terms of the contract, relying on the truth and statements contained herein.

(Seal)

CONTRACTOR

(Signature)

(Title)

Subscribed and sworn to me this ____ Day of _____, _____

(Seal)

NOTARY

Notary Public for the State of Montana
My Commission Expires:



P.O. BOX 194 • COLUMBUS, MT 59019
ENGINEERING-WEST.COM • 406.322.1116

November 17, 2022

Barbara Krizek, REHS/RS
Carbon County Sanitarian
PO Box 466
Red Lodge, MT 59068

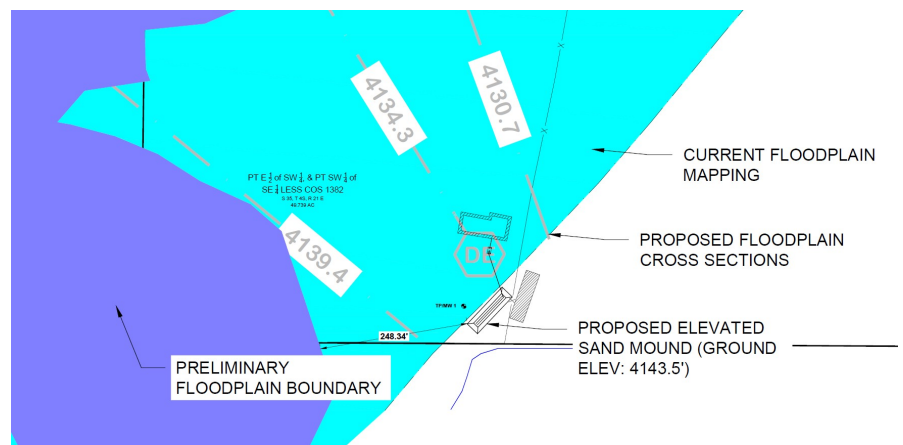
RE: **Pt E ½ of SW ¼ & Pt SW ¼ of SE ¼ Less 1382**
Ruby Septic Application
Carbon County
Board of Health Variance Request

Dear Ms. Krizek & Board of Health Members,

Engineering West has submitted plans for an elevated sand mound system for Derick Ruby on a portion of the East ½ of the Southwest ¼ and a portion of the Southwest ¼ of the Southeast ¼ less Certificate of Survey 1382. The house is currently finished and waiting for a septic system approval.

The concern for this project is that the proposed elevated sand mound is next to the FEMA 100-year floodplain boundary. The current FEMA map panel 30009C0255D is declared zone A, which is an unstudied, undetailed area. Thus, a general floodplain area is mapped using old coarse topographical maps. In my professional experience these maps are often misleading and incorrect. The area of concern seems to be just that, incorrect.

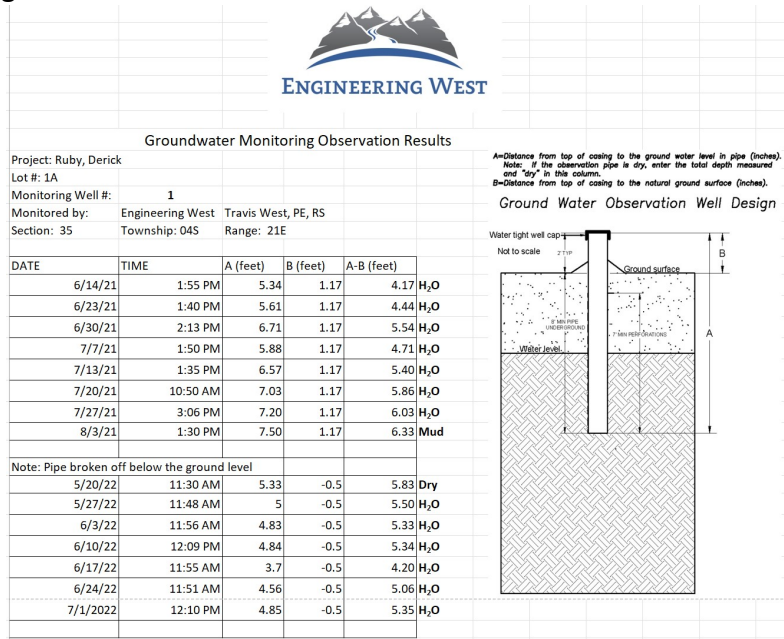
The image shows the current adopted mapped floodplain with relationship to the proposed drainfield. The proposed system is outside of the adopted map. The concern arises with the requirements



within Table 2 of the Administrative Rules of Montana 17.36.323, which requires that system be 100 feet away from a floodplain. However, the rules (withing the footnotes) allow for systems to be closer to the floodplain if the bottom of the proposed system is 2 feet above the base flood elevation. Unfortunately, Zone A, an unstudied area, does not contain base flood elevations. The table is reproduced below.

However, Rock Creek is currently being restudied and remapped. The preliminary results are shown on the image above, which show that the proposed floodplain is nearly 250 feet away from the system horizontally, and around 6 feet vertically below the bottom of the drianfield.

The groundwater levels were monitored during the 2021 and 2022 peak seasons, and are shown in the image.



An alternative to this variance is that Engineering West could complete a study of the area and submit the data to FEMA that would most likely agree with the study currently underway. This process will take several months and several thousands of dollars.

Waiver Requested

- Allow proposed drainfield to be adjacent to current floodplain delineation knowing that Administrative Rules of Montana allow this and also that the new mapping will be nearly 250' horizontally and 6' vertically from the proposed system.

17.36.323 SETBACKS

(1) Minimum setback distances, in feet, shown in Table 2 of this rule must be maintained, except as provided in the table footnotes or as allowed through a deviation granted under ARM Title 17, chapter 38, subchapter 1. The setbacks in this rule are not applicable to gray water irrigation systems that meet the setbacks and other requirements of ARM [17.36.319](#).

TABLE 2
SETBACK DISTANCES

From	(in feet)		
	To	To	To
	Drinking Water Wells	Sealed Components (1) and Other Components (2)	Drainfields/Soil Absorption Systems (3)
Public or multiple-user drinking water wells/springs	-	100 (4)	100
Individual and shared drinking water wells	-	50 (4)	100
Other wells (5)	-	50 (4)	100 (4)
Suction lines	-	50	100
Cisterns	-	25	50
Roadcuts, escarpment	-	10 (6)	25
Slopes > 35 percent (7)	-	10 (6)	25
Property boundaries	10 (8)	10 (8)	10 (8)
Subsurface drains	-	10	10
Water mains	-	10 (9)	10
Drainfields/Soil absorption systems	100	10	-
Foundation walls	-	10	10
Surface water (10), springs	100 (4) (11) (12)	50 (4) (11)	100 (4) (11) (13)
Floodplains	10 (4) (11)	- Sealed components - no setbacks (1) Other components - 100 (2) (4) (11)	100 (11) (14)
Mixing zones	100 (4)	-	-
Storm water ponds and ditches (15)	25 (4) (16)	10 (4)	25 (4)

- (1) Sealed components include holding tanks, sealed pit privies, raw wastewater pumping stations, dose tanks, and septic tanks. Sealed components must meet the requirements of ARM [17.36.322](#)(4).
- (2) Other components include the components addressed in Department Circular DEQ-4, Chapter 7.
- (3) Absorption systems include the systems addressed in Department Circular DEQ-4, Chapters 6 and 8, subject to the limitations in ARM [17.36.321](#).
- (4) A waiver of this requirement may be granted by the department pursuant to ARM [17.36.601](#).
- (5) Other wells include, but are not limited to, irrigation and stock watering, but do not include observation wells as addressed in Department Circular DEQ-4.
- (6) Sewer lines and sewer mains may be located in roadways and on steep slopes if the lines and mains are safeguarded against damage.
- (7) Down-gradient of the sealed component, other component, or drainfield/soil absorption system.
- (8) Easements may be used to satisfy the setback to property boundaries.
- (9) Unless a waiver is granted by the department pursuant to ARM [17.36.601](#), sewer mains that cross water mains must be laid with a minimum vertical separation distance of 18 inches between the mains.
- (10) For purposes of this rule, "surface water" does not include intermittent storm water.
- (11) The department may require more separation from the floodplain or from surface water or springs if it determines that site conditions or water quality requirements indicate a need for the greater distance.
- (12) Pursuant to ARM [17.36.331](#), the reviewing authority may require greater than a 100-foot horizontal separation between a well and surface water if there is a potential that the well may be influenced by contaminants in the surface water.
- (13) A waiver may be granted by the department, pursuant to ARM [17.36.601](#), if the applicant demonstrates that ground water flow at the drainfield site cannot flow into the surface water or spring. The setback between drainfields or soil absorption systems to irrigation ditches does not apply if the ditch is lined with a full culvert.
- (14) After consultation with the local health department, a waiver may be granted by the department, pursuant to ARM [17.36.601](#), if the applicant demonstrates that the surface water or spring seasonally high water level is at least a 100-foot horizontal distance from the drainfield and the bottom of the drainfield will be at least two feet above the maximum 100-year flood elevation.
- (15) Storm water ponds and ditches are those structures that temporarily hold or convey water as part of storm water management.
- (16) The setback is 100 feet for public wells, unless a deviation is granted under ARM Title 17, chapter 38, subchapter 1.

Per ARM 17.36.922 the local board of health may grant variances from the requirements in Chapter 900 and in Circular DEQ-4. The items that are considered for the variance request are listed with comments below.

(2) The local board of health may grant a variance from a requirement only if it finds that all the following criteria are met:

(a) granting the variance will not:

- (i) contaminate any actual or potential drinking water supply;

The proposed addition to the wastewater treatment system is shown to pass the required non-degradation calculations and meets required setbacks to wells.

- (ii) cause a public health hazard as a result of access to insects, rodents, or other possible carriers of disease to humans;

The proposed system will be constructed in accordance with Circular DEQ 4 to the fullest extent possible and will not cause a public health hazard as a result of access to insects, rodents, or other possible carriers of disease to humans.

- (iii) cause a public health hazard by being accessible to persons or animals;

The proposed system will be constructed in accordance with Circular DEQ 4 in the fullest extent possible and will not cause a public health hazard to humans nor animals.

- (iv) violate any law or regulation governing water pollution or wastewater treatment and disposal, including the rules contained in this subchapter except for the rule that the variance is requested from;

The proposed system is shown to meet governing water pollution or wastewater treatment and disposal through adherence to the DEQ's non-degradation requirements.

- (v) pollute or contaminate state waters, in violation of [75-5-605](#), MCA;

The proposed system is shown to adhere to the DEQ's non-degradation requirements and trigger value analysis.

- (vi) degrade state waters unless authorized pursuant to [75-5-303](#), MCA; or

The proposed system is shown to adhere to the DEQ's non-degradation requirements and trigger value analysis.

- (vii) cause a nuisance due to odor, unsightly appearance, or other aesthetic consideration;

The proposed system will be constructed in accordance with Circular DEQ 4 to the fullest extent possible and will not cause a nuisance due to odor, unsightly appearance, or other aesthetic consideration

(b) compliance with the requirement from which the variance is requested would result in undue hardship to the applicant;

The alternative would take several months and several thousand months to complete.

(c) the variance is necessary to address extraordinary conditions that the applicant could not reasonably have prevented;

Moving the proposed system would take yet another season of groundwater monitoring and affect the current agricultural activities on the property.

(d) no alternatives that comply with the requirement are reasonably feasible; and

The proposed system meets all requirements.

(e) the variance requested is not more than the minimum needed to address the extraordinary conditions

The proposed system is the smallest size to adequately treat the wastewater produced from a 3-bedroom dwelling.

Thank you for considering this request.

If you have any questions, please feel free to contact me at jeremy@engineering-west.com or (406) 322-1116.

Sincerely,

Jeremy O. Eaton, PE