



Town of Stevensville
Community Development Department
206 Buck Street, Stevensville, MT 59870
(406) 777-5271 • Fax: (406) 777-4284

REQUEST FOR QUALIFICATIONS

PROJECT NO. 2021-PZ-002

CONTRACT SPECIFICATIONS FOR:

PROFESSIONAL SERVICES FOR TRANSPORTATION MASTER PLAN

QUALIFICATIONS MUST BE RECEIVED PRIOR TO 5:00 P.M.
October 22, 2021

DELIVER TO:
Brandon Dewey, Mayor
206 Buck Street - PO BOX 30
Stevensville, MT 59870
406-777-5271

NAME AND ADDRESS OF CONSULTANT SUBMITTING RFQ

NAME: _____ ADDRESS: _____

REQUEST FOR QUALIFICATIONS

**TOWN OF STEVENSVILLE
Stevensville, Montana 59870**

PROJECT # 2021-PZ-002

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PART I

REQUEST FOR QUALIFICATIONS (RFQ)

PURPOSE / BACKGROUND

The Town of Stevensville is soliciting Statements of Qualifications (SOQ) from qualified consultants to provide professional services for a Transportation Master Plan Update that will take a comprehensive, multimodal approach to analyzing and improving traffic and circulation.

The Town of Stevensville Transportation Master Plan (TMP) is the long-range blueprint for travel and mobility within Stevensville. The TMP describes a vision for transportation that supports the Town's Strategic Plan. The TMP covers all forms of travel – by foot, bicycle, skateboard, scooter, stroller, wheelchair, transit, motorcycle, automobile, etc. The TMP provides guidance for public and private sector decisions on local and regional transportation investments, including short-, mid-, and long-range transportation and related land-use activities. In this way, the Town can assess the relative importance of transportation projects and programs; and schedule their planning, engineering, and construction as Stevensville growth takes place and the need for improved and new facilities is warranted. The TMP also establishes a methodology/criterion for prioritization of projects to be included in future Transportation Improvement Plans (TIPs) and Capital Improvement Plans (CIPs).

The last update to the TMP was in 2006. The TMP, which serves as the supporting analysis for the transportation element of the Town's Strategic Plan and the Growth Policy, must be updated to align with the Town's periodic updates and set transportation policies for guiding the development of Stevensville, MT.

Due to the age of the existing Master Streets Plan, variations in focus, changes in conditions, and evolving best practices, an updated comprehensive circulation study is necessary. An updated study will seek to identify those findings and recommendations from existing studies that are still relevant and use those as a foundation for the new study, then identify those areas where gaps in information exist and fill in those gaps. The final study will provide an in-depth analysis of the existing conditions and anticipated future circulation patterns, as well as recommendations for improvements for the safe and efficient operation of vehicles and pedestrians, with an emphasis on cost effectiveness and implementable alternatives.

SCOPE OF WORK:

Contained within the Specifications / Scope of Work (Part II-E) is a general list of objectives anticipated to be required of the awarded respondent. The Town of Stevensville requests that the consultant add to, subtract from, and further define and develop this scope as necessary to achieve the overall objective while still considering the project budget.

PRESENTATIONS:

Those respondents which are determined to be best qualified to undertake the services required under this Request for Qualifications may be invited to make a presentation to the Town. Further information may be provided to the prospective respondents after the initial selection.

SUBMITTAL REQUIREMENTS:

Five (5) copies of the respondents sealed SOQ, and one (1) electronic copy, will be received by the Town until 5:00 p.m., MT on October 22, 2021, at the office of the Town Clerk, Attn: Mayor Brandon Dewey, Town of Stevensville, 206 Buck Street, Stevensville, Montana 59870. The outside of the envelope must bear the notation:

**PROJECT #2021-PZ-002
TRANSPORTATION MASTER PLAN UPDATE
OCTOBER 22, 2021 5:00 P.M.**

The Statement of Qualifications (SOQ) must contain, but is not limited to the following information:

1. Completed qualification form submitted on PART II-A: SOQ FORM.
2. A summary of the respondents experience with projects similar to the types of work stated in this Request for Qualifications, submitted on PART II-B, RESPONDENT'S EXPERIENCE STATEMENT.
3. Completed Understanding and Agreement to Project Budget submitted on PART II-C.
4. Completed Past Performance Questionnaire, sent separately by at least three (3) references, submitted on PART II-D.
5. Qualifications that follow the format outlined below.

SOQ FORMAT:

To assist in the evaluation process, statements should contain the following information. The submittal shall be 12 pages maximum, not including resumes, 8 ½ x 11 inches, single sided, 12-point font minimum. All pages count towards the page total except the cover, introductory letter, resumes, reference letters, work examples, and organizational chart (if included). The SOQ shall be submitted in the format outlined below.

1. **Letter of Introduction.** Describe your firm’s areas of expertise and other information that helps to characterize the firm. Describe your overall understanding of the project. Provide the name, title, address, and telephone number of the primary contact.
2. **Project Manager’s Experience.** Identify the project manager who will be responsible for this project. List the *project manager’s* relevant experience and similar work including references.
3. **Personnel.** Describe the project team including name and office location of key personnel including sub-consultants. Describe key personnel’s proposed roles and responsibilities on this project, and relevant related experience. Work performed by key personnel shall include computer modeling, data gathering, and public outreach at a minimum. List key projects the project team has worked on in the past 5 years.
4. **Project Approach / Scope.** Develop and describe the tasks that must be accomplished to complete the project and a narrative description of how the firm proposes to execute the tasks. Describe how the firm will be able to collect or verify field data in a timely fashion. Describe particular challenges which you foresee this project presenting and your approach for addressing these challenges. Describe your approach to innovation.
5. **Examples of Similar Work.** Include a list of similar projects listing the Owner, the Owner's contact person, address and phone number.
6. **Resumes of Key Staff.**
7. **Proposed work schedule.**
8. **Other.** Relevant information the consultant wishes to include that is not listed above.

TOWN’S REPRESENTATIVE

Brandon Dewey, Mayor
206 Buck St.
Stevensville, MT 59870
Office: 406-777-5271
Fax: 406-777-4284
brandon@townofstevensville.com

Any and all explanations desired by a respondent regarding the meaning or interpretation of this Request for Qualifications or any part thereof must be requested in writing and directed to Brandon Dewey, Mayor, and in accordance with PART I “INSTRUCTIONS TO RESPONDENTS”. Violation(s) may be cause for rejection of the SOQ.

INSTRUCTIONS TO RESPONDENTS

1. INSTRUCTIONS TO RESPONDENTS

There are twenty-two (22) total pages in this Request for Qualifications. It is the respondent's responsibility to ensure that all pages are included. If any pages are missing, immediately request a copy of the missing page(s) by e-mailing your request to Brandon Dewey, Mayor at brandon@townofstevensville.com, RFQ Project # 2021-PZ-002.

All questions must be submitted in writing to Brandon Dewey, Mayor.

2. LATE SOQS AND MODIFICATIONS

SOQs and modifications thereof received after the exact time of closing of SOQs which is **5:00 p.m., OCTOBER 22, 2021** will not be considered.

3. WITHDRAWAL OF SOQ

Unless otherwise specified, SOQs may be withdrawn by written request, received from respondent prior to the time set for closing of SOQs.

4. SOQ REQUIREMENTS

To receive consideration, the SOQ must comply with the following additional requirements:

- a. The SOQ and all other documents or material submitted will be deemed to constitute part of the SOQ.
- b. SOQs must be valid for a period of sixty (60) calendar days from the date of opening.

5. INTENT OF THE TOWN

The objective of this Request for Qualifications is to provide sufficient information to enable qualified respondents to submit written SOQs. This Request for Qualifications is not a contractual offer or commitment to purchase services. Contents of this Request for Qualifications and respondent's SOQ will be used for establishment of final contractual obligation. It is to be understood that this Request for Qualifications and the respondent's SOQ may be attached or included by reference in an agreement between the Town and successful respondent.

6. BASIS FOR SELECTION

This Request for Qualifications will be evaluated utilizing the criteria listed below. History from the current and previous projects and customers of the respondent may be used to evaluate some of the criteria.

	WEIGHT	SCORE (1-10)	WEIGHTED SCORE
Relevant experience of Consultant with similar projects, including Project Manager Experience	35%		
Project Approach / Scope	35%		
Public Relations Experience (including Public Outreach)	10%		
Number, location and availability of qualified personnel	10%		
Familiarity with the Town of Stevensville	10%		

After the Town has identified the SOQ with the best value for the Town, the Town shall have the right to negotiate with the respondent over the final terms and conditions of the contract. The primary objective of the negotiations is to maximize the Town's ability to obtain best value, based on the requirement and the evaluation factors set forth in the Request for Qualifications. If an agreement cannot be reached, the negotiation will be terminated and similar negotiations will occur with the second ranked firm.

Rating Considerations

Relevant Experience & Project Manager Experience

- What experience with projects of this size and scope does the team have?
- How much project management experience does the project manager have?
- Does the consultant have a good record of developing similar projects that have been implemented projects?

Project Approach / Scope

- Are the minimum elements addressed?
- Do additional tasks suggested by the consultant tend to improve the quality of the end product?
- How well does the proposed scope assure accomplishment of the project concept?
- Is the consultant's quality control team good?
- How well is the project approach explained and justified?

Public Relations & Public Outreach Experience

- How much experience does the team show in working with public committees?

Qualified Personnel

- How many members of the team have worked together on previous projects?
- How available is the team for the project?
- What local knowledge is evident in the team make-up?
- Does the team meet the objectives of the project?
- Are the primary consultant and sub-consultant complimentary in skill sets?
- How well does the team understand the concept/goal of this project?

Familiarity with the Town of Stevensville

- Has the Consultant done previous work with the Town of Stevensville?
- Has the project team done previous work with the Town of Stevensville?
- Has the Consultant and/or project team done previous work *in* the Town of Stevensville?

7. REQUIRED INSURANCE

Insurance requirements are listed in Section 10 of the attached sample Professional Services Agreement.

8. PROPOSED SCHEDULE

The following schedule is preliminary. Adjustments may be made depending on the exact scope of the project.

October 22, 2021

5:00 PM Responses Due.

October 27, 2021

Committee finalizes review of Qualifications/Scope proposals.

It is anticipated that interviews will be for top two to three consultants, if necessary.

November 9

Council approval of contract with selected consultant.

The Town of Stevensville reserves the right to reject any and all responses, in part or in whole, and to accept responses which in its sole discretion and opinion appear to be responsive, responsible, and in the best interests of the Town of Stevensville. The Town further reserves the right to waive any formalities or informalities.

**PART II
RFQ DOCUMENTS**

**PART II - A
SOQ FORM**

In response to the Request for Qualifications, the undersigned respondent hereby proposes to furnish labor, material, travel, professional services, permits, supervision, equipment and equipment rental and all related expenses, and to perform all work necessary and required to complete the following project in strict accordance with the terms of this Request for Qualifications and the final contract for the prices specified by the respondent for:

**PROJECT # 2021-PZ-002
TRANSPORTATION MASTER PLAN UPDATE**

Respondent certifies that he/she has examined and is fully familiar with all of the provision of the Request for Qualifications and any addendum thereto; that he/she is submitting a SOQ in strict accordance with the Instructions to Respondents; and that he/she has carefully reviewed the accuracy of all attachments to this SOQ.

Respondent certifies that he/she has examined the SOQ documents thoroughly, studied and carefully correlated respondent's observations with the SOQ documents and all other matters which can in any way affect the work or the cost thereof.

Respondent agrees that this SOQ constitutes a firm offer to the Town which cannot be withdrawn by the respondent for sixty (60) calendar days from the date of actual opening of SOQs. If awarded the contract, respondent agrees to execute and deliver to the Town within seven (7) calendar days after receipt of Town's Conditional Notice of Award, the applicable Contract form, insurance certificates and bonds (if required).

Attached is the Respondent's Experience Statement (Part II-B) which has been completed by respondent and made a part of this SOQ.

Respondent also acknowledges receipt of the following addendum to the RFQ which addendum have been considered by respondent in submitting this SOQ (if none, state "NONE"):

Addendum No. 1 _____

Addendum No. 2 _____

RESPONDENT'S BUSINESS NAME (type or print)

By: _____
(signature in ink)

Date: _____

Name: _____

Title: _____

RESPONDENT'S BUSINESS ADDRESS/PHONE/FAX/E-MAIL

(PH)

(FAX)

(EMAIL)

PART II – B
RESPONDENT’S EXPERIENCE STATEMENT

The respondent submits as a part of its SOQ, the following information as to its experience and qualifications:

- a. The respondent has been engaged in this business under its present name for _____ years.
- b. Experience in work of a nature similar in type and magnitude to that set forth in the RFQ extends over a period of _____ years.
- c. The respondent has satisfactorily completed all contracts awarded to it, except as follows: (name any and all exceptions and reasons therefore)

- d. List all work completed within the last ten (10) years of similar type and magnitude as set forth in this RFQ. Please include a sheet with all contact information and details of the project on a separate sheet.

OWNER	YEAR	TYPE OF WORK	CONTRACT AMOUNT

I certify that the above information is true and correct to the best of my knowledge.

Signed this _____ day of _____, _____ at _____
(date) (month) (year) (city, state)

NAME OF RESPONDENT: _____

(title)

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Town of Stevensville
Community Development Department
 206 Buck Street, Stevensville, MT 59870
 (406) 777-5271 • Fax: (406) 777-4284

PART II – C
PAST PERFORMANCE QUESTIONNAIRE

To: _____ Phone: _____
Printed Name of Evaluator

Email: _____

Subject: Past Performance Survey of: _____
Name of Company Being Evaluated

Name of Key Personnel Being Evaluated

The Town of Stevensville collects past performance information (on firms and key personnel) to assist in procuring/awarding projects based on value. The firm/individual listed above is requesting reference for a past project they have completed. It would greatly be appreciated if you could take a few moments to complete the survey and return it to the Town of Stevensville.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, please leave it blank.

Client Name: _____ Date Project Completed: _____

Project Name: _____

No.	CRITERIA	UNIT	RATING
1	Ability to meet customer expectations for quality of work performed	(1-10)	
2	Ability to manage costs	(1-10)	
3	Ability to maintain project schedule	(1-10)	
4	Comfort level in hiring the firm / individual again	(1-10)	
5	Leadership ability of personnel assigned to the project	(1-10)	
6	Ability to Communicate Effectively	(1-10)	

 Signature of Evaluator

 Date

Thank you for your time and effort in assisting the Town of Stevensville in this important endeavor. **Please email or mail the completed survey to: brandon@townofstevensville.com**

or

Attn: Brandon Dewey
Town of Stevensville
206 Buck Street
Stevensville, MT 59870

PART II – D

SCOPE OF SERVICES

The TMP Update will assess city-wide multimodal transportation needs and guide prioritization of investments that serve Stevensville residents, businesses, and visitors over a 20-year planning horizon. In doing so, the TMP Update will define transportation policies, goals, programs, and projects to align with the Town's Strategic Plan vision. To prepare for the future, the TMP Update will respond to transformations that are occurring through zoning changes and transportation infrastructure investments as well as address emerging policy and technology trends. In addition, the TMP Update will incorporate larger concepts such as equity, health, safety, maintenance, shared-use mobility, accessibility, sustainability, and livability, among others.

A general outline of the presumed project scope is shown below. As part of the submittal, the consultant should add to, subtract from, and further define and develop this scope as necessary to achieve the overall objective while still considering the Town's financial resources:

- Review history of various past multimodal traffic and circulation related studies
- Collect traffic data and travel survey information (to be derived from available sources and new collection efforts to fill all identified data gaps/needs)
- Define the existing transportation system including vehicle, bicycle, pedestrian and public transit circulation networks
- Collect stakeholder and public input on existing deficiencies and areas of concern limiting travel and mobility for residents and visitors
- Develop a detailed traffic simulation modeling tool calibrated to existing conditions providing visual representation of traffic issues in addition to the data
- Refine the traffic model to predict future year travel conditions and levels/extent of anticipated traffic congestion city-wide
- Forecast future capacity demands on the transportation system and the roadway improvements necessary to correct deficiencies
- Evaluate capacity related transportation improvements through build out to assure that the infrastructure to support traffic and non-motorized transportation is planned and developed according to need
- Define problem statement to guide the development of viable alternative multimodal strategies to improve mobility and the overall level of service at key locations within the community
- Develop candidate strategies and conduct a locally-driven, criteria-based evaluation to identify the best performing concepts for detailed evaluation
- Conduct stakeholder and public review of all mobility improvement strategies and collect stakeholder and public input
- Conceptual/preliminary design of top ranked viable and cost effective solutions for inclusion in the Town's capital improvement program (immediate implementation possible)
- Identifying costs and potential funding mechanisms for these improvements

Part III

SAMPLE

CONTRACT FOR PROFESSIONAL SERVICES FOR THE TOWN OF STEVENSVILLE

This contract is made and entered into on this ____ day of _____, 20____, by and between the Town of Stevensville ("TOWN") and _____ "CONSULTANT").

1.
 - A. The CONSULTANT agrees to perform certain consulting and coordinating services for TOWN, as set forth in **Exhibit "A"** (attached).
 - B. TOWN agrees to pay the CONSULTANT as compensation for services on a time and materials basis in accordance with the process and fee schedule set forth in Exhibit "A," not to exceed a total amount of \$_____. If deemed necessary by TOWN, the CONSULTANT and TOWN will confer to further define specific tasks in the scope of work and estimate the amount of time to be spent on those tasks.
 - C. Any work that is different from or in addition to the work specified shall constitute a change in the scope of work. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the Mayor and by CONSULTANT. If CONSULTANT proceeds without such written authorization, then CONSULTANT shall be deemed to have waived any claims of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee or representative of TOWN shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this contract.
2. All correspondence, reports and other documentation of CONSULTANT'S work shall be considered confidential information and will be distributed only to those persons, organizations or agencies specifically designated by TOWN or its authorized representative, or as specifically required for completion of CONSULTANT'S task.
3. Except as otherwise set forth in this contract, billing and payment will be in accordance with the conditions set forth in Exhibit "A." Invoices are due and payable upon receipt and are delinquent only thirty (30) days after the date received by TOWN. Each invoice shall set forth a general description of the work performed, in accordance with the scope of work, for the hours billed. CONSULTANT may complete such work as it deems necessary, after termination, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to TOWN.
4. Any fee required by any governmental agency in order for CONSULTANT to accomplish a task hereunder shall be provided by TOWN and is not included in the hourly fee. However, in that CONSULTANT is doing business within the Stevensville City limits, CONSULTANT will be required to obtain an annual Stevensville Business License for every year that the CONSULTANT does business with Stevensville or within the City limits.
5. In the event any term or provision of this contract is held to be illegal or in conflict with any law of the United States or Montana or any local law, the validity of the remaining provisions shall not

be affected, and this contract shall be construed and enforced as if it did not contain the particular term or provision.

6. OWNERSHIP OF DOCUMENTS. All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports and studies that are prepared in the performance of this contract are to be, and shall remain, the property of TOWN and are to be delivered to TOWN before the final payment is made to the CONSULTANT.
7. PROFESSIONAL RESPONSIBILITY. CONSULTANT hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
8. COMPLIANCE WITH LAW. It is contemplated that the work and services to be performed by CONSULTANT hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations that are in effect on the date of this contract. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the scope of work.
9. INDEMNIFICATION. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless TOWN, and each council member, officer, employee or agent thereof (TOWN and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the CONSULTANT, its officers, employees, agents or any tier of subcontractor in connection with CONSULTANT's work or services in the performance of this contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.
10. INSURANCE.
 - A. The CONSULTANT agrees to procure and maintain in force during the term of this contract, at its own cost, the following coverages:
 1. Worker's Compensation Insurance as required by the Labor Code of the State of Montana and Employers' Liability Insurance.
 2. Commercial General or Business Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.
 3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, with respect to each of the CONSULTANT'S owned, hired or non-owned automobiles assigned to or used in performance of the services. In the event that the CONSULTANT'S insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of the CONSULTANT who uses an automobile in providing services to Stevensville under this contract.

4. Professional Liability coverage with minimum limits of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) each claim and ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) general aggregate. If approved by TOWN, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages.
- B. CONSULTANT shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to TOWN, acceptable of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the CONSULTANT pursuant this contract. In the case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. A Certificate of Insurance shall be completed by the CONSULTANT'S insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by TOWN. The Certificate shall identify this contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least 30 days prior written notice has been given to TOWN. The Town shall be named as an additional insured. The completed Certificate of Insurance shall be sent to:

Town of Stevensville
206 Buck Street
Stevensville, MT 59870
ATTN: Town Clerk

- D. Failure on the part of the CONSULTANT to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which TOWN may immediately terminate this contract or, at its discretion, TOWN may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by TOWN shall be repaid by the CONSULTANT to TOWN upon demand, or TOWN may offset the cost of the premiums against any monies due to CONSULTANT from TOWN.
- E. TOWN reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONSULTANT agrees to execute any and all documents necessary to allow Stevensville access to any and all insurance policies and endorsements pertaining to this particular job.
11. NON-ASSIGNABILITY. Neither this contract, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.
12. TERMINATION. This contract shall terminate at such time as the work in the scope of work is completed or upon TOWN providing CONSULTANT with seven (7) days advance written notice, whichever occurs first. In the event the contract is terminated by TOWN's issuance of said written notice of intent to terminate, TOWN shall pay CONSULTANT for all work previously authorized and performed prior to the date of termination. If, however, CONSULTANT has substantially or materially breached the standards and terms of this contract, TOWN shall have any remedy or right of set-off available at law and equity. No other payments, including any payment for lost

profit or business opportunity, and no penalty shall be owed by TOWN to CONSULTANT in the event of termination upon notice.

13. VENUE. This contract shall be governed by the laws of the State of Montana, and any legal action concerning the provisions hereof shall be brought in the County of Ravalli, State of Montana.
14. INDEPENDENT CONTRACTOR. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this contract, and any exhibits and/or addenda, all personnel assigned by CONSULTANT to perform work under the terms of this contract shall be, and remain at all times, employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of TOWN for any purpose.
15. NO WAIVER. Delays in enforcement or the waiver of any one or more defaults or breaches of this contract by Town shall not constitute a waiver of any of the other terms or obligations of this contract.
16. ENTIRE AGREEMENT. This contract, together with the attached Exhibit "A," is the entire agreement between CONSULTANT and TOWN, superseding all prior oral or written communications. None of the provisions of this contract may be amended, modified or changed except by written amendment executed by both parties.
17. NON-DISCRIMINATION. CONSULTANT, its agents, employees, contractors and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or veteran status. (Ordinance 2015-10 (2015)).
18. COMPLIANCE WITH FEDERAL AND STATE LAWS:
CONSULTANT understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: CONSULTANT must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."
 - A. Under the provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to TOWN that CONSULTANT and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
 - B. A breach of the Contractor Immigration Warranty shall constitute a material breach of this contract and shall subject CONSULTANT to penalties up to and including termination of this contract at the sole discretion of TOWN.
 - C. TOWN retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this contract to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONSULTANT agrees to assist TOWN in regard to any such inspections.

- D. TOWN may, at its sole discretion, conduct random verification of the employment records of CONSULTANT and any subcontractors to ensure compliance with Contractor's Immigration Warranty. CONSULTANT agrees to assist TOWN in regard to any random verifications performed.
- E. Neither CONSULTANT nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONSULTANT or any subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
- F. The provisions of this article must be included in any contract that CONSULTANT enters into with any and all of its subcontractors who provide services under this contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Montana by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- G. CONSULTANT shall execute the required documentation and affidavit of lawful presence as set forth in ARS 1-502/8 USC § 1621 (**Exhibit B**).
19. DISPUTE RESOLUTION. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this contract. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advise within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be submitted to the judicial system.
20. DELAYS. CONSULTANT shall not be responsible for delays which are due to causes beyond CONSULTANT'S reasonable control. In case of any such delay, any deadline established as part of the scope of work shall be extended accordingly.
21. ATTORNEYS' FEES AND COSTS. Should any legal action, including arbitration, be necessary to enforce any term of provision of this contract or to collect any portion of the amount payable hereunder, then all expenses of such legal action or collection, including witness fees, costs of the proceedings and attorneys' fees, shall be awarded to the substantially prevailing party.
22. CONFLICT OF INTEREST. From the date of this contract through the termination of its service to Stevensville, CONSULTANT shall not accept, negotiate or enter into any contract or agreements for services with any other party that may **create a substantial interest, or the appearance of a substantial interest in** conflict with the timely performance of the work **or ultimate outcome** of this contract and/or adversely impact the quality of the work under this contract without the express approval of the Mayor and the City Attorney. Whether such approval is granted shall be in the sole discretion of the Mayor and the City Attorney. The parties hereto acknowledge that this Contract is subject to cancellation pursuant to the provisions of ARS § 38-511.

23. NOTICE. Any notice or communication between CONSULTANT and TOWN that may be required, or that may be given, under the terms of this contract shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

TOWN: Town of Stevensville
Attn: Mayor
206 Buck Street
Stevensville, MT 59870

CONSULTANT: _____

24. NOTICE TO PROCEED. Unless otherwise noted by TOWN, acceptance of this contract is official notice to proceed with the work.

TOWN OF STEVENSVILLE, MONTANA

Mayor

ATTEST:

Town Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

CONSULTANT

By: _____
Title: _____

I hereby affirm that I am authorized to enter into and sign this contract on behalf of CONSULTANT

EXHIBIT(S)

Exhibit A

X **Scope of Work and Associated Costs**