

CITY OF HELENA, MT
REQUEST FOR PROPOSALS (RFP) NO 005 TO
HIRE A CONTRACTOR TO COMPLETE FOREST FUEL REDUCTION
WORK WITHIN THE CITY OF HELENA'S OPEN LANDS SYSTEM

I. PROJECT OVERVIEW

The City of Helena (City) is requesting proposals from firms capable of providing the necessary tree thinning, tree pruning, and hand piling personnel required to complete forest health improvement activities within three fuel mitigation treatment units collectively totaling approximately 73.6 acres. This is not a bidding process as proposals will be ranked in accordance with the scoring matrix provided in Paragraph VI. Evaluation Criteria. These efforts will be occurring within forested areas located on the uppermost, north facing portions of Mt Ascension Natural Park. Access to the property is gained by traveling approximately 1.45 miles southeast from the southbound lane of Interstate 15, at the South Helena Exit, via the frontage road, to its intersection with South Hills Drive, hence generally west on South Hills Drive for 2.0 miles to its intersection with Martinez Gulch Road, hence southwest on Martinez Gulch Road which eventually merges into Arrowroot Drive to the intersection of Arrowroot Drive and the 2006 Trail where an informal trailhead parking area is located. Proceeding on foot generally northwest for a distance of .33 miles via the Entertainment Connector Trail to said Entertainment Trail, hence generally north for a distance of .33 miles to Unit #1, Helena Mt Ascension 1953 PSR Project.

II. AGREEMENT FOR SERVICES AND COMPENSATION

One respondent will be selected as the finalist and offered an opportunity to negotiate an agreement with the city. If an appropriate agreement cannot be reached with the highest-ranked respondent, the second-ranked respondent may be invited to negotiate an agreement with the city, and so on.

A sample agreement is provided as Attachment EXHIBIT B – Sample City Agreement, the City reserves the right to change any terms prior to entering into an agreement with the successful respondent.

Evaluation criteria will NOT include consideration of the proposed compensation schedule and respondents are NOT to submit compensation proposals as part of their responses.

Evaluation criteria WILL include consideration of the proposed compensation schedule and responders are required to submit a compensation proposal as part of their response.

III. SCOPE OF WORK, DELIVERABLES, AND TIMELINE

The selected contractor will be required to perform the following tasks within Units 1 - 3 of the Helena Mt Ascension 1953 Project as depicted in EXHIBIT A – 1953 PSR Project Area Map and marked with “pink” flagged outer boundaries: Hand thin Douglas fir, ponderosa pine and limber pine trees with a chainsaw to provide a variable distance of space between tree crowns. All cut trees shall be completely severed below the lowest live limb except when prevented by

natural obstacles. A live limb is a limb of any size that has green needles attached. Stump height shall not exceed 2 inches above the ground level, or 2 inches above natural obstacles and stumps shall be cut flat or with the angle of the slope. All "leave" trees that are marked with blue flagging are not to be cut. Any Douglas fir, ponderosa pine or limber pine trees, standing or down, that are not marked with blue flagging are to be cut. Prune Douglas fir, ponderosa pine and limber pine trees ≥ 20 feet tall, and are designated for retention, to a height of 6 feet - 10 feet. Prune Douglas fir, ponderosa pine trees and limber pine trees that are less than 20 feet tall, and are designated for retention, to $1/3^{\text{rd}}$ of their total height. Pruning will remove both dead and live lower branches. Juniper trees will not be felled or pruned. Tree stems having diameters ≥ 6 inches on the small end will be left where they reside after felling. Green stems ≥ 6 on the small end will be scored with a chainsaw to promote drying and prevent bark beetle infestation. Scoring shall consist of completing vertical saw cuts through the cambium layer that travel the entire length of the log and are spaced no more than 3 inches apart. Additionally, all standing dead and/or down Douglas fir, ponderosa pine and limber pine trees, not marked for retention, shall be felled and limbed with the stem portion ≥ 6 inches on the small end retained on the forest floor where it resides. All cut-waste material less than 6 inches in diameter on the large end, branches and tops, will be hand piled. Piles must be placed in forest openings at least 15 feet from retention trees. Piles are to be stacked in a symmetric fashion with all stems oriented parallel to the slope upon which they reside, with the exception of a prop log that is to be placed, on the ground, perpendicular to the slope, on the downhill side of the pile with the tips of the first row of piled material residing on it. Stems placed within the pile should start with the lowest level containing the largest material and proceed vertically in such a manner. Piles are to be tightly packed with no extruding stems. Piles are not to be placed on old stumps, large diameter logs, or junipers. All piles shall be located at a minimum of 100 feet from all property lines. Hand piles should be as tall as they are wide. Pile heights should not exceed 6 feet.

Safety is a prime concern, and the selected contractor shall conduct the contract work in a safe manner and shall comply with all laws, rules, and regulations relating to the safety of persons and property. The selected contractor will accept responsibility for preventing accidents to its employees engaged upon or in vicinity of the project area. The selected contractor shall be solely responsible for the protection and safety of its employees and for daily inspection of the work area and safety equipment. The selected contractor shall also take all prudent safety measures to protect City of Helena employees and members of the public who may visit the project work area. These prudent safety measures shall include the installation and maintenance of warning and trail closure signs. The required warning and trail closure signs shall be provided by the City of Helena.

The selected contractor will be able to use a UTV (≤ 64 inches in total width) and/or a passenger vehicle to transport crew members, equipment, and fuel, within a quarter of a mile from the northernmost boundary of Unit #2. All of the selected contractors' vehicular traffic must be confined to the access route designated by the City of Helena, must be kept to the minimum number of trips required to conduct work activities, must occur at speeds ≤ 10 m.p.h., and shall yield to all pedestrian and bicycle traffic. The City of Helena will reserve the right to terminate

all, or a portion of, the vehicle uses if, in the sole opinion of the City, the terms of this authorization are violated. Vehicles used to transport workers, equipment, and fuel into and out of the respective treatment units must be free of soil & plant material prior to their arrival on Helena's Open Lands system. Vehicle usage must be voluntarily suspended if soil moisture conditions are conducive to road rutting and/or surface damage.

The selected contractor will be required to complete the work items identified in the aforementioned description in an orderly, workmanlike fashion whereby all required items are completed within a given portion of the Project Area prior to acceptance by the City. The city will inspect areas deemed completed by the selected contractor to assure said services meet City specifications prior to tendering payment

IV. ATTACHMENTS

The following information is provided for informational purposes only:

Attachment "A" – 1953 PSR Project Area Map

Attachment "B" – Sample City Agreement

Attachment "C" – Unit #1 Cost Sheet

Attachment "D" – Unit #2 Cost Sheet

Attachment "E" – Unit #3 Cost Sheet

V. PROPOSAL SUBMISSION REQUIREMENTS

A. Proposal submission must be:

- No more than 12 one-sided pages, inclusive of a cover page and back page.
- No smaller than 12-point font.
- Must contain the information required by this RFP and address all required topics.
- Acknowledgment that respondents have reviewed any addenda issued for this RFP; and
- Signed by an authorized agent.

B. Proposal submission must include all of the following:

1. Respondent's legal name, address, and contact information.
2. Brief description of the respondent firm, including but not limited to, identification of the principals, the approximate number of employees, how long the firm has been in business, and how long the respondent has been engaged in relevant types of work. Include information and associated photos that demonstrate the respondent's experience in completing projects involving hand piling of cut waste material identical to that which is described in Section III. of this RFP.
3. Identify individuals who will be assigned to this project, their role on the project team, a brief resume, and their experience and qualifications on similar projects.

4. Description of how the respondent will accomplish the tasks, goals, and objectives identified in section III of this RFP.
5. Provide an anticipated project schedule including a description of how this project will fit with the firm's current workload.
6. Projected daily completed area production (listed in acres).
7. Cost estimates, including the items identified in III. Scope of Work, Deliverables, and Timeline (entered on the attached EXHIBIT C, D, E Cost Sheets).

C. References

List [3] recent professional references who can provide information regarding the respondent's ability to perform the services described herein. References must include the name of the person to be contacted, phone number, email, and the type of project the respondent completed for the reference.

VI. EVALUATION CRITERIA

Proposals will be evaluated by a selection committee, based on the following criteria:

	Criteria	Points
1	Demonstrated competence and qualifications for the type of services required.	3
2	The capability to meet time and project budget requirements.	3
3	Related experiences on similar thinning projects involving slash hand piling.	3
5	Previous forest fuel reduction work completed for the City of Helena.	1
	TOTAL	10

The selection committee may select one or more respondent's submitting proposals as finalists. Finalists may be interviewed to further establish qualifications. If the selection committee determines that interviews are appropriate, the finalists will be contacted to schedule the interviews.

VII. SOLICITATION SCHEDULE

Request for Proposals Released	April 1, 2026
Proposal Packets Due – Close date	May 1, 2026
Service Provider Selection and Negotiation	May 10, 2026
Agreement Approval	May 20, 2026

Work to Begin

July 1, 2026 (Weather Dependent)

VIII. CONTACT:

The city contact for the purposes of this RFP is:

[Brad Langsather](#)

[Open Lands Manager](#)

[316 N. Park Avenue, Helena, MT 59623](#)

[\(406\) 447-8454](#)

blangsather@helenamt.gov

IX. QUESTIONS AND INQUIRIES

All inquiries, questions, or requests for interpretation, correction, or clarification must be submitted in writing to the city contact listed above. Whenever responses to inquiries constitute a modification or addition to the original RFP, the reply will be made in the form of an addendum to this RFP, a copy of which will be posted on the city's website.

X. SUBMITTAL INSTRUCTIONS

One electronic copy (PDF format) of the proposal must be submitted to:

blangsather@helenamt.gov

PROPOSALS MUST BE RECEIVED NO LATER THAN: **May 1, 2026, at 5:00 p.m. (MST)**

Proposals may be withdrawn either personally or by written request at any time prior to the due date stated above for proposal delivery to the City of Helena. No proposal may be withdrawn or modified after the due date and time, unless and until the award of the agreement is delayed for a period exceeding ninety (90) days.

The city is not responsible for costs associated with preparing proposals in response to this RFP.

XI. RESERVATION OF RIGHTS BY THE CITY

The City reserves the right to reject any or all proposals, readvertise, to waive any irregularities in the proposals, and to accept the proposal that best benefits the City. The City reserves the right to reject any and all responses deemed unqualified, unsatisfactory, or inappropriate.

XII. PUBLIC RECORDS DISCLOSURE

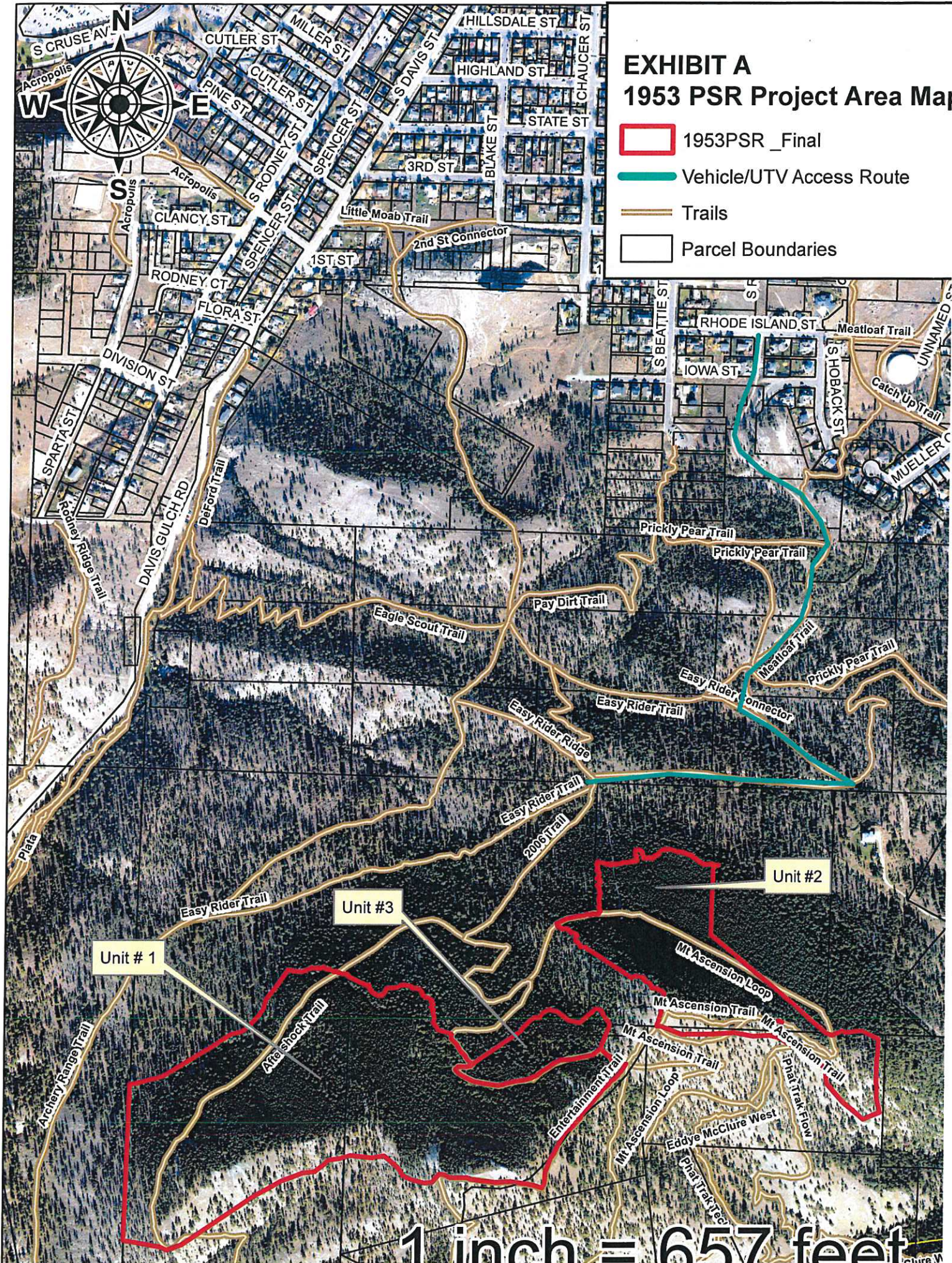
All proposals become the property of the City of Helena and may be subject to release to the public pursuant to Mont. Const. art. II, § 9 and Mont. Code Ann. § 2-6-1001 *et. seq.*

XIII. LOBBYING

Respondents are prohibited from lobbying the City Commission, the Mayor, or members of the selection committee relative to the respondent's proposal or response to this RFP.

EXHIBIT A 1953 PSR Project Area Map

- 1953PSR_Final
- Vehicle/UTV Access Route
- Trails
- Parcel Boundaries



1 inch = 657 feet

Exhibit B - Sample City Agreement

[THIS AGREEMENT IS NOT BINDING IF USED FOR CONTRACTS VALUED OVER \$80,000]

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into by and between the CITY OF HELENA, MONTANA, a municipal corporation organized and existing under the laws of the State of Montana, 316 North Park Avenue, Helena, Montana 59623, hereinafter referred to as "City," and **Insert Contractor Business Legal Name.**, **Insert Contractor Address.** hereinafter referred to as "Contractor," collectively referred to as "Parties."

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **Purpose:**

The purpose of this Agreement is to complete forest management work on City ownership located within Mount Ascension Natural Park.

2. **Effective Date and Term:** This Agreement is effective upon execution by both parties, and will terminate on: 12/31/2026. Any extension of the term of this Agreement must be set forth in writing and signed by both parties.

3. **Option to Renew:**

This Agreement is not subject to a renewal option.

Specify renewal provision here. Total length of the Agreement, including all renewals, can NOT exceed 7 years OR hit space to eliminate this text.

4. **Scope of Services:** Contractor will perform the work and provide the services in accordance with the specifications and requirements as follows:

Active work operations (tree felling, tree pruning, and slash piling) will commence on or soon after April 15, 2026.

Tree Felling: All "retention" trees located within the Backdrop Fuels Reduction Project Area are marked with blue flagging and are not to be cut. Any Douglas fir, ponderosa pine, or limber pine tree, not marked with blue flagging, is to be cut. It is not necessary to cut junipers or deciduous shrubs within the project area unless they are located within 15 feet of a slash pile. All cut trees shall be completely severed below the lowest live limb except

when prevented by natural obstacles. A live limb is a limb of any size that has green needles attached. Stump height shall not exceed 2 inches above the ground level on the high side of the tree or 2 inches above natural obstacles and shall be angle cut to match the slope upon which they reside. Tree stems having diameters ≥ 6 inches on the small end will be left where they reside after felling. Green stems ≥ 6 on the small end will be scored with a chainsaw to promote drying and prevent bark beetle infestation. Scoring shall consist of completing vertical saw cuts through the cambium layer that travel the entire length of the log and are spaced no more than 3 inches apart. Additionally, all standing dead Douglas fir, ponderosa pine and limber pine trees, not marked for retention, shall be felled and limbed with the stem portion ≥ 6 inches on the small end being retained on the forest floor where it resides.

Tree Pruning: All retention trees ≥ 20 feet in total height shall be pruned to a height of 6 - 10 feet. A variable random approach is recommended, where the first tree is pruned to 6 feet and the next to 10 feet, etc. This will ensure a lack of uniformity amongst leave trees. All trees less than 20 feet will be pruned to one-third their total height.

Hand Piling: All cut trees stems less than 6 inches in diameter, branches and tops, will be hand piled. Piles must be placed in forest openings at least 15 feet from retention trees. Piles are to be stacked in a symmetric fashion with all stems oriented parallel to the slope upon which they reside with the exception of a prop log that is to be placed, on the ground, perpendicular to the slope, on the downhill side of the pile with the tips of the first row of piled material residing on it. Stems placed within the pile shall start with the lowest level containing the largest material and proceed vertically in such a manner. Piles are to be tightly packed with no extruding stems. Piles are not to be placed on old stumps, large diameter logs, or junipers. All piles shall be located a minimum of 100 feet from all residential home property lines. Hand piles should be as tall as they are wide. Pile heights should not exceed 6 feet. Tree stems having diameters equal to, or larger than, 6 inches will be left where they reside. Green stems will be scored with a chainsaw to promote drying and prevent bark beetle infestation. Scoring shall consist of completing vertical saw cuts through the cambium layer that travel the entire length of the log and are spaced no more than 3 inches apart.

Project Boundary Layout: The project boundary is marked with pink flagging.

Safety: Safety is a prime concern, and the contractor shall conduct the contract work in a safe manner and shall comply with all laws, rules, and regulations relating to the safety of person and property. The contractor accepts responsibility to prevent accidents to its employees engaged upon or in the vicinity of the project area. The contractor can use a UTV to transport workers and equipment utilizing routes depicted within EXHIBIT A. The contractor shall ensure that the UTV is operated at speeds ≤ 15 mph and said UTV

must yield to all pedestrians and cyclists that are encountered will enroute to the project area. The contractor shall be solely responsible for the protection and safety of its employees and for daily inspection of the work area and safety equipment. The contractor shall also take prudent safety measures to protect members of the public who may visit the project work area.

Any alteration or deviation from the above described work that involves extra costs will be permitted only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

5. **Payment (check one):**

City agrees to pay Contractor XX Dollars (XX) for performance of this Agreement. Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

City agrees to pay the Contractor according to the following fee schedule with the total amount due under this Agreement not to exceed **insert \$ amount in WORDS**. Dollars (**insert \$ amount in NUMBERS**):

Insert Fee Schedule HERE.

6. **Receipt of Payment (check one)**

To receive payment, Contractor must submit a record of expenditures incurred for the performance and completion of this Agreement in a form acceptable to the City, within sixty (60) days of notice of completion of the project. The City may request supporting documentation to verify any expenditure prior to making payment. For any services delivered under this Agreement, the City may request inspection to assure said services meet City specifications prior to tendering payment.

30 Days After Receipt of Invoice, Verification, and Inspection: The City has thirty (30) days to make payment after the later of the date of delivery of services, the City's receipt of a properly executed invoice, or the successful passage of a City-requested inspection.

Payment will be according to following schedule:

Insert a DETAILED payment schedule here if you agree to anything other than payment 30 days after invoice. Ex. dates of instalment payments, if any completion conditions must be made prior to receipt of next installment, % due upfront, etc. OR hit space to eliminate this text

7. **Warranty of Services/Products:** Contractor warrants that the services provided conform to the contract requirements, including all descriptions, specifications, and attachments made part of this Agreement. Contractor warrants that all services will be performed in a good workman-like, professional manner, and according to all applicable industry standards. Contractor acknowledges that it will be liable for any breach of this warranty for the lesser of a period of one (1) year from the time services are completed or any warranty described in the Scope of Services. Contractor will make reasonable efforts to assign 3rd party warranties to the City to the extent possible. City's acceptance of any non-conforming services does not relieve the Contractor from its obligation under this warranty and does not waive any remedy available to the City. In addition to the remedies available to the City under this contract, at law or in equity, the City may require prompt correction, at Contractor's expense, of any services failing to meet the warranties contained in this section.

If any products or parts are being provided by the Contractor as part of this Agreement, the Contractor warrants that the products or parts supplied conform to the specifications requested, are fit and sufficient for the purpose manufactured, are of good material and workmanship, and are free from defect for a period of 30 days from the date of shipment, installation, or for the duration of the product warranty, whichever period is greater. City's acceptance of any non-conforming products or parts does not relieve the Contractor from its obligation under this warranty and does not waive any remedy available to the City.

8. **Independent Contractor Status:** The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor must comply with the provisions of the Montana Workers' Compensation Act. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. This insurance/exemption must be valid for the entire term of this Agreement and any renewal. Upon expiration, Contractor must send a proof of renewal to the City.

9. **Contractors' Gross Receipts Tax:** Contractor understands that all contractors or subcontractors working on a publicly funded construction project are required to pay or have withheld from earnings one percent (1%) of the gross contract price if the gross contract price is more than Eighty Thousand (\$80,000.00) Dollars in accordance with Title 15 Chapter 50 of the Montana Code Annotated.
10. **Hold Harmless and Indemnification:** For all services rendered Contractor agrees, to the fullest extent permitted by law, to protect, defend, hold harmless, and save the City, its elected and appointed officials, officers, agents, employees, and volunteers from any and all losses, damage, liability and causes of action of any kind or character, including the cost of defense thereof, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act or omission on the part of the Contractor or Contractor's agents, employees, officers, representative, assignees, or invitees, in connection with this Agreement. If any such claim arises, demand, or cause of action arise solely from the City's own negligence, Contractor need not so protect or defend.
11. **Liquidated Damages:** Contractor is not liable for any liquidated damages.
12. **Insurance:** Contractor will provide City with proof of Contractor's liability insurance issued by a reliable company or companies for personal injury and property damage, in an amount not less than \$1.0 million per occurrence and \$2.0 million aggregate per year for bodily injury, personal injury, and property damage.
- The insurance must be in a form suitable to City and must name the City as an additional insured. Contractor must immediately notify the City of any changes to the Contractor's insurance policy during the term of this Agreement.
- The Contractor's insurance coverage shall be primary insurance with respect to City, its elected and appointed officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officials, officers, agents, employees, and volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
13. **No Assignment, Transfer, Delegation, or Subcontracting:** Contractor may not assign, transfer, delegate, or subcontract this Agreement or any of its rights, duties, or obligations hereunder without prior express written consent of the City.
14. **Compliance with Laws:** Contractor agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, Montana Code Annotated. Contractor agrees to purchase a City business license.

15. Labor Preferences and Prevailing Wages:

- a. For purposes of Montana's prevailing wage requirements, the project under the Scope of Services is considered as **NON-CONSTRUCTION**. The Montana Prevailing Wage Rates for this type of project, attached hereto, are incorporated herein by this reference.
- b. Contractor shall post a legible statement of all wages and fringe benefits to be paid to the Contractor's employees and the frequency of such payments (i.e., hourly wage employees shall be paid weekly). Such posting shall be made in a prominent and accessible location at the site of the project and shall be made no later than the first day of work. Such posting shall be removed only upon the final completion of the Scope of Services and the termination of this Agreement.
- c. In performing the terms and conditions of this Agreement and the work on the public works project, Contractor shall give preference to the employment of bona fide residents of Montana as required by §18-2-403, MCA, and as such term is defined by §18-2-401(1), MCA. When making assignments of work, Contractor shall use workers both skilled in their trade and specialized in their field of work for all work to which they are assigned.
- d. Pursuant to §§18-2-403 and 18-2-422, MCA, Contractor shall pay wages, benefits, and expenses as set forth herein. Contractor shall pay all hourly wage employees on a weekly basis. Violation of the requirements may subject the Contractor to the penalties set forth in §18-2-407, MCA. Contractor shall maintain payroll records and provide certified copies to the City upon request. Contractor shall maintain such payroll records during the term of this Agreement, the course of the work on the public works project, and for a period of three (3) years following the date of final completion of the public works project and termination of this Agreement.

16. **Nondiscrimination:** Contractor agrees that it will not discriminate based on any protected class in any of its activities or provision of services regardless of whether or not those activities or services are provided in connection with this Agreement. Contractor agrees that all hiring of persons in connection with this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, creed, religion, color, national origin, age, physical or mental disability, marital status, sex, pregnancy, childbirth or medical condition related to pregnancy or childbirth, sexual orientation or expression, political beliefs or affiliation, genetic information, veteran status, culture, social origin or condition, or ancestry.

17. **Website Privacy Policy**: Contractor agrees to comply with and follow the City’s Website Privacy Policy in order to ensure the data security and data quality of personally identifiable information that is collected during the course and scope of this project.
18. **Records Access and Retention**: Contractor agrees to create and retain records supporting the services rendered or goods delivered in connection with this Agreement. Contractor agrees, to the extent permitted by law, to provide the City, or the City’s authorized agent, access to any such records at the City’s request. The City may terminate this Agreement without incurring liability if the Contractor refuses to allow access to records as provided in this section. Contractor agrees to retain any records concerning this Agreement for eight (8) years after the Agreement termination date. The obligation to maintain records required by this section survives the termination or the expiration of this Agreement.
19. **Ownership and Publication of Materials**: If any reports, information, data, or other materials are prepared by the Contractor pursuant to this Agreement these reports, information, data, or other materials become the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use of these materials by the City without written verification or adaptation by the Contractor for the specific purpose intended will be at the City’s sole risk and without liability or legal exposure to the Contractor. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.
20. **Notice Protocol**: Any notice or demand required or permitted to be given under the terms of this Agreement must be in writing. Written notice shall be deemed given when hand-delivered, or when mailed by first class mail, postage prepaid, to the addresses specified in this section, or by e-mail with confirmation of delivery.

The City’s liaison for purposes associated with this Agreement is:

Name: Brad Langsather
Address: 316 North Park Avenue, Helena, MT
Phone: 406-447-8454
E-Mail: blangsather@helenamt.gov

The Contractor’s liaison for purposes associated with this Agreement is:

Name: [Insert Name and Title.](#)
Address: [Insert Mailing Address.](#)
Phone: [Insert Phone number.](#)
E-Mail: [Insert Email Address.](#)

If either party changes address or contact person, it must notify the other party in writing at the address provided in this section.

21. **Default:** If either party to this Agreement defaults in the performance of any term or condition of this Agreement, the other party may give the defaulting party notice of the default. The notice shall specify the action required to correct the default and a period of time, not less than 30 days, within which to correct the default. If the default is not corrected within the time specified in the notice, the party not in default may terminate this Agreement without further obligation under this Agreement, other than obligations incurred or accrued up to the date of termination. The non-defaulting party may also bring suit for damages, specific performance, and any other remedy available by law.
22. **Termination for City's Convenience:** City may terminate this Agreement at any time by giving Contractor thirty (30) days' written notice if, in the sole opinion and discretion of the City, this Agreement is no longer in the best interest of the City or if funding for this Agreement becomes unavailable. Except for the prorated amount owing to the Contractor on the termination date, City is not liable to Contractor for any damages arising from termination of this Agreement pursuant to this section.
23. **Termination in Writing:** Notice to terminate must be in writing and made in accordance with the provision in the "Notice Protocol" section of this Agreement.
24. **Remedies Non-Exclusive:** Any remedies available under this Agreement are cumulative and non-exclusive. Use of one remedy does not preclude use of the others.
25. **Failure to Enforce Not a Waiver:** City's failure, at any time, to enforce or to seek strict compliance with any provision of this Agreement or to exercise any right or remedy arising from the breach thereof does not constitute a waiver of that provision or remedy or of any other provision of this Agreement or available remedy.
26. **Full Integration:** This Agreement, together with its exhibits, if any, embodies the entire understanding between the parties relating to the subject matter contained herein and supersedes any prior statements, understandings, promises, or representations made by either party or their agents. No agent or representative of either party has authority to make any representations, statements, warranties, or agreements not herein expressed.

The following exhibits are made part of this Agreement by reference:

EXHIBIT A: 1953 PSR Project Area Map, EXHIBIT B: Sample Agreement for Services, EXHIBIT C-E: Cost Sheets

- 27. **Amendments in Writing:** All amendments to this Agreement must be in writing and executed by all parties to this Agreement.
- 28. **Governing Law and Venue:** This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana. If a dispute arises, the proper venue for the hearing of the case is the District Court of the First Judicial District of the State of Montana, in and for the County of Lewis and Clark.
- 29. **Headings:** The section headings contained in this Agreement are for reference purposes only and do not affect the meaning or interpretation of the Agreement.
- 30. **Severability:** If any term or provision of this Agreement is held to be illegal, void or in conflict with any Montana law, the validity of the remaining terms and conditions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term, condition, or provision held to be invalid.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates stated below.

FOR THE CITY OF HELENA MONTANA

Signed: _____
 By: **Tim Burton, City Manager**

Dated: _____

FOR THE CONTRACTOR

Signed: _____
 By: **Insert Name., Owner**

Dated: _____

APPROVED AS TO FORM:

Signed: _____
 By: **Rebecca Dockter, City Attorney**

Dated: _____

EXHIBIT C - UNIT #1 COST SHEET

CITY OF HELENA, OPEN LANDS DIVISION – 1953 PSR Project

BASE COSTS

Item	Estimated Days To Complete Project	Description	Rate Per Acre	Total Price = Rate Per Acre x 50.3 Acres
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Unit #1 _____		Tree Felling, Thinning, Pruning, and Hand Piling	\$ _____	\$ _____
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(Total Price Written in Words)

Submitted By: _____
Contractor

Signature: _____

EXHIBIT D - UNIT #2 COST SHEET

CITY OF HELENA, OPEN LANDS DIVISION – Helena Mt ascension 1953 PSR Project

BASE COSTS

Item	Estimated Days To Complete Project	Description	Rate Per Acre	Total Price = Rate Per x 19.2 Acres
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Unit #2 _____		Tree Felling, Thinning, Pruning, and Hand Piling	\$ _____	\$ _____
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(Total Price Written in Words)

Submitted By: _____
Contractor

Signature: _____

**EXHIBIT E - UNIT #3
COST SHEET**

CITY OF HELENA, OPEN LANDS DIVISION – Helena Mt Ascension 1953 PSR Project

BASE COSTS

Item	Estimated Days To Complete Project	Description	Rate Per Acre	Total Price = Rate Per x 4.1 Acres
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Unit #3	_____	Tree Felling, Thinning, Pruning, and Hand Piling	\$ _____	\$ _____
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(Total Price Written in Words)

Submitted By: _____
Contractor

Signature: _____