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Exhibit A- Contractor(s) Pricing Sheet(s)

ENVIRONMENTAL PERMIT PREPARATION, ANALYSIS AND ASSISTANCE SERVICES
SPB06-1195O-D

1. PARTIES

THIS CONTRACT, is entered into by and between the State of Montana, Department of Administration, State Procurement Bureau, (hereinafter referred to as "the State"), whose address and phone number are Room 165 Mitchell Building, 125 North Roberts, PO Box 200135, Helena MT 59620-0135, (406) 444-2575 and HDR Engineering Inc (hereinafter referred to as the "Contractor"), whose address and phone number are 1715 South Reserve Street Suite C Missoula, MT 59801- Telephone #: (406) 532-2200

THE PARTIES AGREE AS FOLLOWS:

2. PURPOSE

The purpose of this term contract is to provide a list of Environmental Permit Preparation, Analysis and Assistance Services contractors in several service areas as detailed in Section 7. Work will be assigned through individually issued task orders to this term contract. This is a term contract available for use by state agencies and other public procurement units. The State makes no guarantee of use by any agency with authorized access to this term contract. This term contract covers environmental review services under MEPA and MFSA estimated up to $499,999 in total value. Proposed projects for MEPA and MFSA review services for which estimated costs exceed $500,000 will be advertised for competitive bid.

3. EFFECTIVE DATE, DURATION, AND RENEWAL

3.1 Contract Term. This contract shall take effect upon contract execution and terminate on June 30, 2008, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

3.2 Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in two-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of seven years. Contractors failing to respond to renewal notices within the time specified by the SPB will have their name placed in an inactive status on the State website, and this shall make that contractor ineligible to receive task orders until such time as renewal information is received and accepted by the Contracts Officer.

4. NON-EXCLUSIVE CONTRACT

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

5. COOPERATIVE PURCHASING

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

6. TERM CONTRACT REPORTING

Term contractors shall furnish annual reports of term contract usage. The annual reports shall be based on

information for July 1 through June 30 each year. Minimum information required to be included in usage reports: name of the agency or governmental entity that contacted contractor regarding a potential project; project title; agency contact person; if the project was not successfully negotiated, state the reason; number and title of contracts received; total dollar amounts for contracts received; the names of Contractor's personnel involved in the project; and project status as of usage report date. Reports for this term contract will be due July 30th of each active year of the contract.

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

7. SERVICES

Table 1

Contractor Name	Environmental Review – Mining, Air Quality and Water Quality	Environmental Review – Major Facility Sitting	Environmental Review – Amendments to MFSA Certificates	Monitoring of Certified Projects – Major Facility Sitting	Groundwater Modeling	Permit and Compliance Activities
HDR Engineering Inc.	X	X	X			X

7.1 Service Categories. Contractor agrees to provide to the State the following:

7.1.1 Environmental Review – Mining, Air Quality and Water Quality. The State occasionally requires the services of environmental specialists to assist in preparing environmental reviews (environmental impact statements and environmental assessments), pursuant to the Montana Environmental Policy Act, to disclose the potential environmental impacts of permitting actions such as the Montana Metal Mine Reclamation Act (82-4-3, MCA) the Montana Strip and Underground Mine Reclamation Act, the Clean Air Act of Montana, and the Montana Water Quality Act (75-5, MCA). Possible permitting actions include but are not limited to hard rock and coalmines, water quality permits, and air quality permits for power plants.

Contractor may perform detailed analysis of the following topics and impacts, where appropriate:

- Terrestrial and aquatic life and habitats;
- Water quality, quantity, and distribution;
- Geology, geochemistry; soil quality, stability, and moisture;
- Vegetation cover, quantity, and quality, aesthetics;
- Air quality, unique, endangered, fragile, or limited environmental resources;
- Historical and archaeological sites;
- Demands on environmental resources of land, water, air, and energy;
- Social structures and mores;
- Cultural uniqueness and diversity;
- Access to and quality of recreational and wilderness activities;
- Local and state tax base and tax revenues;
- Agricultural or industrial production;
- Human health;
- Quantity and distribution of employment;
- Distribution and density of populations and housing;
- Demands for government services;
- Industrial and commercial activity;
- Locally adopted environmental plans and goals;

- And other appropriate social and economic circumstances.

Contractor may assist in reviewing permit applications for completeness and technical adequacy and assist in identifying supplemental data and information necessary for the completer of a defensible environmental review. Contractor may assist in gathering supplemental data and information. Contractor would be expected to analyze the data, determine impacts, and develop mitigations and/or alternatives. Contractor may assist the State in conducting scoping meetings, public hearings, and consensus-building activities and critically review and report on the results. Technical reports, if needed, will be prepared to document detailed technical analyses used to develop the environmental review.

Environmental reviews must be clearly and concisely written, internally consistent, grammatically correct, and in plain language that will be understandable to the average reader.

7.1.2 Environmental Review – Major Facility Sitting. Under the Major Facility Sitting Act (75-20, MCA), the MFSA program regulates and certifies certain large electric transmission lines, large diameter petroleum and natural gas pipelines, and existing coal-fired electric generating facility, and geothermal energy production. The MFSA program will often need assistance to complete environmental reviews required under the Major Facility Sitting Act and Montana Environmental Policy Act for these facilities. Services of interdisciplinary (rather than multidisciplinary) teams will be needed to complete environmental reviews, including individual resource specialists listed below. Specialists need to complete environmental reviews will vary from project to project. In addition, project managers, technical writers, and editors will often be needed to work under the direction of DEQ staff to assist with completion of environmental reviews. Services may include assistance with; application review, development of alternatives including mitigating measures, development of baseline information, preparation of environmental assessments, preparation of environmental impact statements, and advising MFSA program staff on a recommendation to grant, deny or modify an application. Resource areas typically addressed under MFSA include:

- Hydrology, Water quantity, and Water quality;
- Vegetation and Wetlands;
- Fisheries and Aquatic biology;
- Terrestrial biology;
- Geology, Stability and Soils;
- Land uses and compatibility with local laws and regulations;
- Aesthetics (Visual Resources and Noise);
- Socioeconomics;
- Historic and cultural resources, paleontology;
- Transportation;
- Interference with radio, television, and telephone reception;
- Electromagnetic fields (EMF), induced currents, and other electrical effects potentially affecting public and animal health and public safety;
- Need for transmission lines and pipelines;
- Air quality.

7.1.3 Environmental Review – Amendments to MFSA Certificates. The MFSA program may consider the use of contracted services for environmental review of amendments to certificates granted under the Major Facility Sitting Act. Services would include use of selected resource specialists listed under service category 7.1.2 Environmental Review – Major Facility Sitting to assist MFSA program staff in determining application completeness, completing an environmental review within a mandatory 30-day time period, advising MFSA program staff on a decision to grant, and deny or modify a certificate amendment.

7.1.4 Permit and Compliance Activities. Various programs within the State will occasionally need assistance with all aspects of permit review, analysis and preparation, including but not limited to air, water, and mining statutorily required regulatory activities.

7.2 Reuse of Documents. When the projects dictate a design or engineered approach, the State agrees that it will not apply the contractor's designs to any other projects.

8. ENGINEERING ACCESS

Contractor may need to have access to engineering services depending on the nature of the project. The contractor(s) will be expected to consult with the State and develop a recommendation as to whether engineering services are needed for a given project. However, engineering methodologies are not the emphasis of this contract. Therefore, **NO** Architectural, Engineering and Land Surveying services are allowed under this term contract as defined under 37-67-101, MCA unless the procurement procedures of 18-8-204, MCA are followed.

9. PROJECT SELECTION

9.1 Project Identification. The State will be responsible for identifying projects, selecting a contractor, assigning a task order, and approving project payments.

9.2 Meetings. For environmental review services under MEPA and MFSA, the contractor will be required to meet with state personnel at the onset of the project and periodically thereafter to resolve technical or contractual problems that may occur during the term of a project. The contractor may be required to attend meetings with other federal and state agencies and public meetings as directed by state personnel.
The contractor may be required to meet with state personnel at the project site to conduct a site evaluation and discuss project issues.

The contractor will be given a minimum of three full working days notice of meeting date, time, and location. While face-to-face meetings are desirable, a conference call meeting may be substituted at the discretion of state personnel. Consistent failure to participate in meetings (two consecutive missed or rescheduled meetings) may result in termination of the task order and contract.

9.3 Approach Expectations. In the case of reclamation activities, the agency will identify the preferred techniques. The selection of particular techniques by the State may define which contractor(s) are contacted for project initiation. The State is always open to new and innovative approaches that accomplish project goals.

10. SELECTING A CONTRACTOR

The State may select a contractor from the list of qualified contractors as identified in section 7, Table 1, taking into consideration such things as the contractor's area of expertise, requirements and location of the project, the Contractor's availability and access to resources necessary to efficiently and effectively complete the project, demonstrated excellent past performance on state and public projects, identified subcontractors, and total project cost.

10.1 General. Ordering agencies shall use the procedures in this section when ordering services priced at hourly rates as established by this Term Contract (TC). The applicable service categories are identified in section 7 and contractor's price lists are located in Exhibit A.

10.2 Request for Quotation (RFQ) Procedures. The ordering agency must provide an RFQ, which includes the SOW and limited but specific evaluation criteria (*e.g.*, experience and past performance); to TC contractors that offer services that will meet the agency's needs. The RFQ may be posted to the agency's state website to expedite responses.

10.3 Statement of Work (SOW). All SOWs shall include at a minimum a detailed description of the work to be performed, location of work, period of performance, deliverable schedule, applicable performance standards, and any special requirements (*e.g.*, security clearances, travel, special knowledge, budget constraints).

10.3.1 Ordering agency may select a contractor from the appropriate service category and directly negotiate a mutually acceptable project based on a sudden and unexpected happening or unforeseen occurrence or condition, which requires immediate action (Exigency).

10.3.2 Ordering agency may place orders at or below the $5,000 threshold with any listed term contract contractor that can meet the agency's needs. The ordering agency should attempt to distribute orders among all service category contractors.

10.3.3 For orders estimated to exceed $5,000 but be less than $25,000:

- The ordering agency shall develop a SOW.
- The ordering agency shall provide the Request for Qualifications (including the SOW and evaluation criteria) to at least three listed Term Contract contractors that offer services that will meet the agency's needs.
- The ordering agency shall request that contractors submit firm-fixed prices based on pricing as listed under Exhibit A to perform the services identified in the SOW.

10.3.4 For orders estimated to exceed $25,000. In addition to meeting the requirements of 10.3.3 above, the ordering agency shall:

- Provide the Request For Qualifications (including the SOW and the evaluation criteria) to a minimum of six service category term contract contractors (if category has less than six, then all contractors will be offered an RFQ) with a 50% replacement factor for each subsequent request for quote in the same service category.

10.4 Evaluation. The ordering agency shall evaluate all responses received using the evaluation criteria provided to the TC contractors. The ordering agency is responsible for considering the level of effort and the mix of labor proposed to perform a specific task being ordered, and for determining that the total price is reasonable. The agency will place the order with the contractor that represents the best value. After award, ordering agencies will provide timely notification to unsuccessful TC contractors. If an unsuccessful TC contractor requests information on a task order award that was based on factors other than price alone, a brief explanation of the basis for the award decision shall be provided.

10.5 Minimum Documentation. The ordering agency shall document:

- The TC contractors considered, noting the contractor from which the service was purchased;
- A description of the service purchased;
- The amount paid;
- The evaluation methodology used in selecting the contractor to receive the order;
- The rationale for making the selection;
- Determination of price fair and reasonableness.

NOTE: For task orders involving the preparation of an environmental impact statement (EIS) for an applicant-initiated project (with a possible exception of EIS's prepared on applications submitted under MFSA), the State will provide the applicant with a list of at least four qualified environmental review service contractors. If fewer than four qualified contractors are available, the State will include all qualified contractors on the list. The applicant may remove up to 50% of the contractors from the list. The State will then select the EIS contractor from those remaining (75-1-205, MCA).

For projects involving the preparation of environmental review documents under MEPA and MFSA, the State will supply the contractor a scope of work, project schedule with statutory deadlines identified, description of the proposed project, information relevant to proposed permits, authorizations, or certifications, and information provided to the State from the project applicant. The State will provide access to state files to review any information relating to the project. The State and contractor will then cooperatively develop a project timeline for interim deliverables tailored to statutory deadlines, list of reports and deliverables, and cost. Project costs will be based on the published prices if available.

The State reserves the right to cease negotiations with the contractor if agreement cannot be reached on project approach and/or costs, and to begin negotiations with another contractor from the list. The State will keep complete written documentation of the negotiation process in the project file.

Agency project task orders will be utilized to finalize the project. Only written addenda will be used for adjustments of the task orders and must be signed by both parties. All task orders must contain signatures from both parties and appropriate agency legal review as directed in their procurement policy.

The State will monitor contractor selection by using the information provided in the annual term contract usage reports.

11. CONTRACTOR RESPONSIBILITIES

11.1 Supervision and Implementation. The contractor for an individual project will be responsible for the supervision and implementation of the approach and will be responsible for oversight of work performed by all subcontractors.

11.2 Applicable Laws. The contractor shall keep informed of, and shall comply with all applicable laws, ordinances, rules, regulations, and orders of the city, county, state, federal or public bodies having jurisdiction affecting any work to be done to provide the services required. The contractor shall provide all necessary safeguards for safety and protection, as set forth by the Department of Labor, Occupational Safety and Health Administration.

11.3 Work Acceptance. The contractor is responsible for project oversight as needed. All work rejected as unsatisfactory shall be corrected prior to final acceptance.

11.4 Records. The contractor will supply the State with documentation, when requested, of methods used throughout project implementation. Contractor will maintain records, for itself and all subcontractors, of supplies, materials, equipment, and labor hours expended.

11.5 Communication. Remoteness of project sites may necessitate that the contractor have some form of field communication, such as a cellular phone. This communication is necessary to enable the State to respond to public questions or concerns related to the project, accidents, inspections, or other project issues that require immediate feedback. In addition, the State or cooperative purchaser may require scheduled communication at agreed upon intervals. The communication schedule will depend upon the project circumstances and requirements of the agency issuing a task order. In the case when a communication schedule is included in the Scope of Work, the schedule will commence when the Contractor initiates the project.

11.6 Collaboration. The State encourages collaboration between contractors to increase the scope of services offered. If the contractor is not able to provide all services needed for the project, the State will expect the contractor to contact other contractors on the term contract list to negotiate subcontracts for these services before going elsewhere. Exceptions to this strategy will be evaluated on a case-by-case basis.

11.7 Subcontractors, Project Budget and Invoicing. All subcontractors to be used in any project must be approved by the agency initiating the project. Project budgets will be negotiated for each individual

project task order. However, all rates, terms, and conditions set forth in this term contract will be applied to individual task orders.

Contractor's billing will include the subcontractors' charges, and payment will be made to the contractor.

12. CONSIDERATION/PAYMENT

12.1 Payment Schedule. In consideration for the services to be provided, the State shall pay according to the negotiated agreement for each task order. Hourly rates and miscellaneous charges as provided in Exhibit A shall be the basis of any negotiations.

12.2 Withholding of Payment. The State may withhold payments to the contractor if the contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

13. COST/PRICE ADJUSTMENTS

13.1 Cost Increase by Mutual Agreement. After the initial term of the contract, each renewal term may be subject to a cost increase by mutual agreement. The State retains the unilateral right to reject any cost increase not supported by verifiable evidence. All requests for cost/price adjustment must be submitted between April 1st and April 30th along with written justification. Requests received after April 30th will not be considered unless written approval from the SPB Contracts Officer is given to submit at a later date. In no event will cost/price adjustments be allowed beyond May 15th. All requests that are approved will be incorporated by contract amendment and made effective July 1st of the next approved renewal period.

* Due to the nature of this contract be awarded late in the fiscal year, any cost/price adjustments for FY08 will be allowed to be submitted In April 2007 and will be come effective in July 2007.

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

14. ACCESS AND RETENTION OF RECORDS

14.1 Access to Records. The contractor agrees to provide the State, legislative auditor, or their authorized agents' access to any records necessary to determine contract compliance. (18-1-118,MCA)

14.2 Retention Period. The contractor agrees to create and retain records supporting the Environmental Permit Preparation, Analysis and Assistance Services term contract for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

15. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of the State. (18-4-141, MCA) The contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

16. HOLD HARMLESS/INDEMNIFICATION

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

17. REQUIRED INSURANCE

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

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

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

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

17.5 Specific Requirements for Automobile Liability. The contractor shall purchase and maintain coverage with split limits of $500,000 per person (personal injury), $1,000,000 per accident occurrence (personal injury), and $100,000 per accident occurrence (property damage), OR combined single limits of $1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns or subcontractors.

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

17.7 Specific Requirements for Professional Liability. The contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of the contractor or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, the contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

17.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the State agency. At the request of the agency either: (1) the insurer shall reduce

or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the contractor, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

17.9 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverage has been received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. The contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

18. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with 2005 Montana Laws, chapter 448, section 1, and sections 39-71-401, and 39-71-405, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

19. COMPLIANCE WITH LAWS

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

20. INTELLECTUAL PROPERTY

All patent and other legal rights in or to inventions created in whole or in part under this contract must be available to the State for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this contract.

21. OWNERSHIP AND PUBLICATION OF MATERIALS

The State (and the ordering agency) shall own working papers and end products, but the contractor may keep a copy. The State and the contractor agree that any interpretation of data or conclusions pertaining to this contract and task orders will be submitted for review to the State prior to release. It is further agreed that all public releases pertaining to this contract will be at the discretion of the State. The State must authorize the contractor in writing to release any information. Unless stated otherwise in this contract, upon termination of this contract, all information and data will become the property of the State. A copy may be kept by the contractor.

22. PATENT AND COPYRIGHT PROTECTION

22.1 Third Party Claim. In the event of any claim by any third party against the State that the products furnished under this contract infringe upon or violate any patent or copyright, the State shall promptly notify contractor. Contractor shall defend such claim, in the State's name or its own name, as appropriate, but at contractor's expense. Contractor will indemnify the State against all costs, damages, and attorney's fees that

accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

22.2 Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then contractor may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State will determine if the Contract has been breached.

23. CONTRACT TERMINATION

23.1 Termination for Cause. The State may, by written notice to the contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

23.2 Reduction of Funding. The State, at its sole discretion, may terminate or reduce the scope of this contract, if available funding is reduced for any reason. (18-4-313(3), MCA)

24. STATE PERSONNEL

24.1 State Contract Manager. The State Contract Manager identified below is the State's single point of contact and will perform all contract management pursuant to section 2-17-512, MCA, on behalf of the state. Written notices, requests, complaints or any other issues regarding the contract should be directed to the State Contract Manager.

The State Contract Manager for this contract is:

Robert Oliver, Contracts Officer
Room 165 Mitchell Building
125 North Roberts
PO Box 200135
Helena MT 59620-0135
Telephone #: (406) 444-0110
Fax #: (406) 444-2529
E-mail: roliver@mt.gov

24.2 State Project Manager. Each using state agency or cooperative purchaser will identify a Project Manager in the project task order. The Project Manager will manage the day-to-day project activities on behalf of the State/Cooperative Purchaser.

25. CONTRACTOR PERSONNEL

25.1 Change of Staffing. Since qualifications of personnel were key in determining which offeror's were selected to be on this term contract, a written notification to the State Agency requesting services of any contractor changes of key personnel must be made prior to entering into negotiations to perform any specific work scope. Contractor shall replace such employee(s) at its own expense with an employee of substantially equal abilities and qualifications without additional cost to the Agency. If these staffing changes cause the contractor to no longer meet the qualifications stated herein, that firm will be removed from the service area of this term contract. Failure to notify the State Agency of staffing changes could result in the contractor being removed from the term contract listing and possible suspension from bidding on other State projects.

25.2 Contractor Contract Manager. The Contractor Contract Manager identified below will be the single point of contact to the State Contract Manager and will assume responsibility for the coordination of all contract issues under this contract for their company. The Contractor Contract Manager will meet with the State Contract Manager and/or others as necessary to resolve any conflicts, disagreements, or other contract issues.

The Contractor Contract Manager for this contract is:

HDR Engineering Inc
Amanda B McInnis
1715 South Reserve Street Suite C
Missoula MT 59801
Telephone #: (406) 532-2200
Fax #: (406) 541-8131
E-mail: vincent.izzo@hdrinc.com

25.3 Contractor Project Manager. The Contractor Project Manager identified below will manage the day-to-day project activities on behalf of the Contractor under agency issued task order:

The Contractor Project Manager is:

HDR Engineering Inc
Amanda B McInnis
1715 South Reserve Street Suite C
Missoula MT 59801
Telephone #: (406) 532-2200
Fax #: (406) 541-8131
E-mail: vince.izzo@hdrinc.com

26. CONTRACTOR PERFORMANCE ASSESSMENTS

The State may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractor will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response, and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

27. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

28. CHOICE OF LAW AND VENUE

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

29. SCOPE, AMENDMENT AND INTERPRETATION

29.1 Contract. This contract consists of 13 numbered pages, any Attachments as required, RFP # SPB06-1195O, as amended, and the Contractor's RFP response, as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor, the order of precedence of document interpretation is in the same order.

29.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration, or modification requires a written amendment signed by both parties.

30. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT BUREAU
PO BOX 200135
HELENA, MT 59620-0135

BY: Robert Oliver, Contracts Officer
(Name/Title)

BY: _____
(Signature)

DATE: _____

HDR ENGINEERING INC
1715 SOUTH RESERVE STREET SUITE C
MISSOULA MT 59801

BY: _____
(Name/Title)

BY: _____
(Signature)

DATE: _____

Approved as to Legal Content:

_____
Legal Counsel (Date)

Agency: DOA

EXHIBIT A
Contractor Pricing Sheets