

# CONTRACT ROUTING FORM

CONTRACT NO: 2010-016

**INSTRUCTIONS:** All original contracts must first be signed and notarized by the contractor, then routed to the authorized Gallatin County representatives according to the Small Purchasing Policy (Resolution #2008-085) and the Service Contract Procedure Guidelines. All contracts will be routed back to the originating department who MUST forward the original contract to the Clerk & Recorder for filing. **NO EXCEPTIONS!**

(NOTE: If contractor requires an original document, two contracts must be routed.)

**1. This section to be completed by: Department Head, Board Chairperson or Elected Official**

DATE: 7 / 14 / 09 FUND #: \_\_\_\_\_

RESPONSIBLE DEPARTMENT: 911 Communications SIGNATURE: \_\_\_\_\_

CONTRACT NAME: Mountain Communications for Repair and Maintenance

CONTRACT AMOUNT: \$ 45,988.00 AMOUNT IS WITHIN MY BUDGET: YES \_\_\_ NO \_\_\_

CONTRACT AMOUNT IS WITHIN APPROVED PURCHASE AUTHORITY: YES \_\_\_ NO \_\_\_

MINIMUM SOLICITATION REQUIREMENTS HAVE BEEN DOCUMENTED: YES  NO \_\_\_

\*IF "NO" ANSWERED TO ANY QUESTION ABOVE, EXPLAIN REASONS and SEND TO COUNTY ADMINISTRATOR FOR REVIEW.

START DATE: 7 / 1 / 09 EXPIRATION DATE: 6 / 30 / 10

\*\*DESCRIPTION OF CONTRACT / GOODS OR SERVICES / SCOPE OF WORK:  
Contract for repair and maintenance of 911 equipment.

\*\*IF THIS IS A MODIFICATION, WORK ORDER OR AMENDMENT OF EXISTING CONTRACT PROVIDE ORIGINAL CONTRACT #: \_\_\_\_\_

DATE SIGNED BY CONTRACTOR:     /    /    

**2. Finance Director complete, if amount is \$1,500 or greater.**

FINANCE DIRECTOR APPROVED: [Signature] DATE: 7/14/09

**3. County Administrator complete, if necessary.**

COUNTY ADMINISTRATOR APPROVED: \_\_\_\_\_ DATE:     /    /    

**4. County Commissioner approval required?:**  Yes  No

**5. Clerk and Recorder:** Date Recorded:     /    /    

**6. Responsible originating department must send one approved contract to contractor.**

# WORK & SERVICES AGREEMENT

This agreement made this 17th day of July 2009, upon all the mutual, good and valuable consideration together with all the terms, conditions, covenants, representations, requirements, recitals, obligations, promises, and performance herein or attached and incorporated and agreed by the parties:

1. **COUNTY:** Gallatin County, 311 W. Main Street, Room 301, Bozeman, Montana 59715, Telephone: 406-582-3000, and, has authority to contract for such work and services, and desires to have the CONTRACTOR perform the work and services specified in Scope of Work, and

2. **CONTRACTOR:** Mountain Communications and Paging, Inc. 406 Bryant Street, Bozeman, MT 59715 Telephone: (406) 585-7780, Email: maxp@mountaincom.com that represents, warrants, promises and guarantees CONTRACTOR: (a) is an independent contractor engaged in an independently established business or profession, and renders work and services in the course of such business or profession as an independent contractor; (b) is and will be free from control or direction over the performance of its work and services; (c) is and shall at all times be qualified, skilled and licensed to perform such work and services; (d) is and shall be in full compliance with all federal, state, and local rules, laws, regulations or ordinances whatsoever regarding, concerning, or relating to the scope of work and CONTRACTOR'S business or profession; (e) agrees to provide and perform such work and services specified in the scope of work; (f) is in good standing and authorized to do business in the State of Montana; (g) the undersigned has authority to execute and enter into this agreement and bind the CONTRACTOR to all the terms, conditions, covenants, representations, requirements, obligations, promises and performance herein or attached and incorporated.

3. **COMMENCEMENT DATE.** CONTRACTOR shall commence work no later than July 1<sup>st</sup>, 2009.

4. **COMPLETION DATE.** CONTRACTOR shall have all work and services and the SCOPE OF WORK complete to the COUNTY'S full satisfaction no later than June 30<sup>th</sup>, 2010.

5. **CONSIDERATION.** The "contract price" or "agreed amount" is a total amount of **Forty Five Thousand Nine Hundred Eighty Eight Dollars and no cents. (\$ 45,988.00)**. CONTRACTOR agrees that all work and services specified in the Scope of Work shall be rendered, delivered, installed or performed for the contract price or agreed amount. Under no circumstances whatsoever shall the amount charged or paid under this agreement exceed the contract price or agreed amount, except for change of work orders that shall be considered additional work and shall be in writing, fully negotiated, agreed to and executed by the parties upon additional fair and reasonable terms, conditions and consideration.

6. **SCOPE OF WORK.** CONTRACTOR shall provide all materials and perform all labor to complete the project described as follows or services as described in the SCOPE OF WORK attached as Exhibit "A."

7. **PAYMENT SCHEDULE.** Payment shall be made as per Exhibit B "Payment Schedule" attached and incorporated, or if no payment schedule is attached, then the CONTRACTOR agrees to be paid in partial payments in amounts indicative of the actual percentage of work and services delivered or performed. COUNTY shall make payment within 30 days of receipt of CONTRACTOR'S invoice provided that work and services have been performed in accordance with this agreement. In the event that COUNTY'S funding is unavailable or limited, then the COUNTY may reduce the amount of consideration upon consent of the CONTRACTOR, or without consent terminate this agreement.

8. **CONTRACT REPRESENTATIVES.** CONTRACTOR names Max Pangburn, General Manager as contact person, who shall receive and examine the documents or information supplied by the COUNTY, act as Project liaison between the COUNTY and the CONTRACTOR and respond to requests from the COUNTY in writing promptly to prevent unreasonable delay in the progress of the project. CONTRACTOR will not release information to any third party without prior written approval from the COUNTY'S contact person. COUNTY names Ben Hess, 911 Communications Director, as contact person.

9. **TIME IS OF THE ESSENCE.** CONTRACTOR shall perform all work and services, obligations, and requirements without delay TIME BEING OF THE ESSENCE. CONTRACTOR assumes all risks whatsoever for performance within the time allowed, and shall have no defense whatsoever for failure to

complete all work and services in the SCOPE OF WORK whether due to labor shortage; strike; lockout; lack of available goods; lack of subcontractors; breakdown, repair or maintenance of machinery, vehicles or equipment; force majeure; power failure; act of God; or otherwise.

10. **ADDITIONAL WORK.** No claims for extra, additional, or changes in the work or services will be made by CONTRACTOR without written agreement with COUNTY prior to the performance of such services.

11. **PROPRIETARY INFORMATION.** Both parties agree to use reasonable care not to disclose proprietary information to any third party, and will not use information developed during this project for the benefit of others except as may be authorized in writing. All documents, records, maps, drawings, or other papers acquired by CONTRACTOR during this project shall remain the property of COUNTY.

12. **RELEASE OF INFORMATION.** CONTRACTOR will not release information to any third party without prior written approval from the COUNTY'S contact person. However, CONTRACTOR will be available, with COUNTY'S approval, to respond to public and media questions and information inquiries. A log of such inquiries and responses will be kept and made available to the COUNTY, if requested.

13. **TERMINATION FOR DEFAULT.** The performance of Work under this Agreement may be terminated by the COUNTY, in accordance with this clause, in whole or in part, in writing, whenever the COUNTY shall determine that the CONTRACTOR has failed to perform as agreed or is in default of any part of this agreement. Without limitation, the COUNTY has the right to terminate for default, if the CONTRACTOR: fails to deliver supplies, materials, goods, service, labor or work; fails to perform within the time specified; or if the CONTRACTOR fails to perform or breaches any representation, promise, warranty, guarantee, provision, term or condition of this agreement.

14. **TERMINATION FOR CONVENIENCE.** The COUNTY may without cause terminate this contract in whole or in part at any time for its convenience upon reasonable written notice to the CONTRACTOR.

15. **CONTRACTOR LIMITATION OF CLAIMS FOR BREACH AND DAMAGES.** CONTRACTOR agrees that CONTRACTOR'S damages, rights and remedies in any case or controversy arising under this agreement are limited and shall not exceed the reasonable costs of the work performed and materials installed through to the date of termination less any consideration received. CONTRACTOR waives claim to any damages based on lost profits, consequential, incidental, special, punitive, interest, or delay. Failure of the CONTRACTOR or its contractors or subcontractors to include similar clauses into its subcontracts and purchase orders shall not expose the COUNTY to any liability. The foregoing shall not constitute an exemption from responsibility, and shall not exempt the COUNTY or anyone "from responsibility for his own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent" as per MCA 28-2-702.

16. **CONTRACTOR ADDITIONAL OBLIGATIONS.** The CONTRACTOR'S obligations, duties and responsibilities include at all times the following: (a) provide all labor, materials, equipment, supplies and incidentals necessary to perform and complete the scope of work; (b) prepare and present such information as may be pertinent and necessary, in order for the COUNTY to pass critical judgment on the quality of the scope of work; (c) perform work and services in accordance with generally accepted commercial or accepted industry standards regarding similar type projects, work or services; (d) all work and services must be performed and completed in a manner that is satisfactory to the COUNTY; (e) Perform all professional services in connection with the scope of work at a standard of similarly situated professionals in the United States, and to the full satisfaction of the COUNTY; (f) maintain appropriate safety standards and keep all areas of work and adjacent areas free from foreseeable risks of harm and dangers; (g) allow the COUNTY upon reasonable notice and at reasonable times the right of review, inspect and examine the CONTRACTOR'S place of work and records pertaining to this agreement; (h) maintain compliance with all not for profit rules, laws and regulations.

17. **LAWS AND REGULATIONS.** CONTRACTOR has an affirmative duty to take notice of, observe, and strictly comply with all existing laws, rules and regulations and any all laws, rules and regulations that may be adopted after the date of this agreement. Whether or not the same are expressly stated in the agreement, the CONTRACTOR shall strictly comply with all applicable state, federal and local laws and regulations, including, but not limited to,;

- (a) Montana Labor Preference. CONTRACTOR shall give preference to the employment of bona fide Montana residents in the performance of the work. Section 18-2-403, MCA.
- (b) Equal Opportunity. Pursuant to Sections 49-2-303 and 49-3-207, MCA no part of this contract may be performed in a manner which discriminates against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by person performing the contract. Any hiring must be on the basis of merit and qualifications directly related to the requirements of the particular position being filled.
- (c) Prevailing Wage Rates. CONTRACTOR must pay the standard prevailing wage rates, including fringe benefits for health and welfare and pension contributions and travel allowance provisions in effect and applicable to Gallatin COUNTY, Montana. Any questions concerning prevailing wages should be directed to the Montana Department of Labor and Industry, Labor Standards Bureau, Capitol Station, Helena, Montana, 59620, Phone: 406-444-5600. CONTRACTOR shall post in a prominent and accessible site on the project or work area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees employed on the site or work area. Section 18-2-406, MCA. The current standard prevailing wage rates published by the Montana Department of Labor and Industry for each relevant job classification necessary to complete the scope of work are incorporated by reference into this agreement.
- (d) Safety. CONTRACTOR on behalf of itself and COUNTY assumes sole responsibility for initiating, maintaining and supervising all health and safety precautions and programs for all employees, subcontractors, agents, and consultants in connection with the performance of this Agreement. CONTRACTOR shall ensure that its employees, consultants, subcontractors, agents are adequately and appropriately trained pursuant to the Montana Safety Culture Act, Title 39, Chapter 71, Part 15 of the Montana Code Annotated. CONTRACTOR shall also comply with the safety rules, codes, and provisions for occupational safety under Title 50, Chapter 71 of the Montana Code Annotated.
- (e) Registration and Withholding. CONTRACTOR shall register with the Montana Department of Labor and Industry in accordance with Title 39, Chapter 9, Montana Code Annotated. CONTRACTOR acknowledges the requirements of Title 15, Chapter 50, Montana Code Annotated and it, not COUNTY, will withhold and forward certain portions of gross contract receipts where necessary.
- (f) Professions and Occupations. CONTRACTOR shall ensure all work and services undertaken for the COUNTY shall meet the requirements of Title 37, Montana Code Annotated. Work and services undertaken by licensed professionals, such as surveyors, architects and engineers, shall be completed, signed, and stamped by a such professionals licensed.
- (g) New Laws and Regulations. If during the term of this Agreement new laws or regulations become applicable, CONTRACTOR shall also comply with them without notice from COUNTY.

18. **LIEN**. Provided that COUNTY has first made all payments as required herein, CONTRACTOR shall pay all valid bills and charges for material and labor incurred by it and arising out of the SCOPE OF WORK and will hold COUNTY free and harmless against all liens and claims of liens or services, labor and materials filed against the property upon which the scope of work is commenced. As evidence of payment of service CONTRACTORS, material men and subcontractors, CONTRACTOR shall file lien waivers. CONTRACTOR will also file the same for its services. CONTRACTOR shall provide the necessary information on to identify all CONTRACTORS of services, material men and subcontractors.

19. **WAIVER AND INDEMNIFICATION**. CONTRACTOR waives any and all claims and recourse against COUNTY or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this agreement except "responsibility for his own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent" as per MCA 28-2-702.

- (a) CONTRACTOR will indemnify, hold harmless, and defend the COUNTY and its agents, principals, and employees from and against any and all liability (including liability where activity is inherently or intrinsically dangerous), damages, losses or costs, , including but not limited to reasonable attorney's fees (including fees of the COUNTY Attorney) arising out of or resulting from CONTRACTOR'S or third party's negligence, recklessness, or intentional misconduct, or

from CONTRACTOR'S or a third party's failure to comply with the requirements of this agreement or with all federal, state and local law applicable to the performance of this agreement but only to the extent that the liability, damages, losses, or costs are caused by the negligence, recklessness, or intentional misconduct of the CONTRACTOR or a third party or the CONTRACTOR's officers, employees or agents. In the event of an action filed against COUNTY resulting from CONTRACTOR'S performance under this agreement, COUNTY may elect to represent itself and incur all costs and expenses of suit.

(b) These obligations shall survive termination of this agreement.

20. **INSURANCE.** CONTRACTOR shall carry comprehensive general liability insurance in the amount no less than \$1,500,000.00 for each occurrence; Automobile liability in the amount of \$1,500,000.00 combined single limit; Professional Liability or Errors and Omissions coverage in the amount of \$1,500,000.00. All insurance policies shall be primary and noncontributory and shall name Gallatin COUNTY as additional insured.

(a) Such certificate shall require no less than 15 days notice of cancellation to COUNTY. CONTRACTOR shall put COUNTY on immediate notice of any changes or cancellation in coverage.

(b) CONTRACTOR shall require all consultants, and subcontractors to meet the same insurance coverage.

21. **INDEPENDENT CONTRACTOR.** CONTRACTOR, and its consultants, contractors, and subcontractors, shall at all times be considered independent contractors. Notwithstanding its obligation to fulfill the scope of work, CONTRACTOR and its consultants and subcontractors have been and will continue to be free from control or discretion over their performance under this agreement and in fact. COUNTY will not be responsible for withholding any state or federal taxes or social security, nor will the COUNTY extend any of the benefits to the CONTRACTOR that it extends to its employees. The CONTRACTOR is required to maintain necessary records and withholding.

22. **WORKERS COMPENSATION.** As an independent contractor, CONTRACTOR must provide Workers Compensation for all employees in the amount required by Montana law.

23. **ATTORNEY'S FEES.** If it is necessary for either party to bring an action to enforce the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees to be set by the appropriate court, including fees of the Gallatin COUNTY Attorney.

24. **COUNTY'S DAMAGES.** The COUNTY's damages in the event of the CONTRACTOR's default, breach or failure to perform shall include without limitation: damages for the cost of materials and labor to complete the work and services, and/or fix, repair, remedy, reconstruct, rebuild, remove or replace the materials, work and services; the difference in contract price between this agreement and any other agreements that the COUNTY might enter to complete the work and services; consequential, incidental, compensatory, administrative costs, punitive and foreseeable damages; and such other and further damages, claims, or remedies that might be allowed at law. COUNTY shall have no duty to mitigate against loss or damages. COUNTY shall not be prohibited from obtaining a windfall, or damages exceeding the contract price or agreed amount it being understood and agreed that the COUNTY's damages might exceed the contract price or agreed amount.

25. **NO PRESUMPTION.** Payment by the COUNTY to the CONTRACTOR for goods, work, services, materials, claims or performance shall create no presumption that the CONTRACTOR's goods, work, service, materials, claims or performance is satisfactory or meets the terms, conditions, representations, promises, warranty or CONTRACTOR's obligations whatsoever.

26. **HOLD BACK.** The COUNTY may hold back payment or refuse payment whenever in the COUNTY's sole discretion it is required to assure, obtain or compel CONTRACTOR's compliance or performance with this agreement.

27. **PERFORMANCE BOND.** If the COUNTY, in its sole discretion, requires the CONTRACTOR shall post a performance bond in an amount no less than the contract price or reasonably necessary to complete the work and services or complete this agreement.

28. **VENUE.** An action to enforce this Agreement shall be brought in the District Court of the Eighteenth Judicial District, Gallatin COUNTY Montana.

29. **NOTICE.** All notices and certifications made pursuant to this agreement shall be delivered to the addresses above by certified mail or personal delivery in care of the parties representative named at ¶ 8 of this Agreement. A party shall give the other prompt notice of any change in address.

30. **INTERPRETATION / ENTIRE AGREEMENT.** This Agreement shall be governed and interpreted according to the laws of the State of Montana. Section headings are for convenience only and are not intended to define or limit any provisions of this Agreement. The provisions of this Agreement are independent and severable, and the invalidity, partial invalidity, or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision. Both parties having been given an opportunity to have this Agreement reviewed by others, the Rule of Construction providing that the Agreement shall be construed against the drafter will not be used in the interpretation of this Agreement. Words shall be given plain meaning and effect, the parties acknowledge and agree that there is no ambiguity. No extrinsic evidence. This document represents the entire and integrated agreement between the COUNTY and CONTRACTOR and supersedes all prior negotiations, agreements or representations, either written or oral. This agreement may be amended only by written instrument signed by both COUNTY and CONTRACTOR.

31. **NON-WAIVER.** The waiver or failure to enforce any provision of this agreement shall not operate as a waiver of any future breach of any such provision or any other provision. COUNTY's rights and remedies

32. **NON-ASSIGNMENT.** No assignment without the other parties written consent which shall not be unreasonably withheld.

33. **EXECUTION OF AGREEMENT.** The Gallatin COUNTY Clerk and Recorder will keep the original agreement. An exact unaltered copy of the original agreement has the same force and effect as the original.

34. **CONDITION PRECEDENT DELIVERY OF DOCUMENTS: CERTIFICATE OF INSURANCE / WORKERS COMPENSATION / INDEPENDENT CONTRACTOR STATUS.** As a condition precedent to this agreement binding the parties, on or before execution of this agreement CONTRACTOR shall deliver to the COUNTY original or certified copies of the Certificate of Insurance, Certificate of Workers Compensation Coverage, Independent Contractors License, and any other documents required. CONTRACTOR shall cooperate in good faith and shall deliver, upon request, such other and further documents as may be reasonably required to determine CONTRACTOR's strict compliance with the required insurance, workers compensation coverage and independent CONTRACTOR status and the terms and conditions of this agreement.

35. **NO OFFER EXPRESS OR IMPLIED.** Transmittal, delivery or publication of this AGREEMENT FOR WORK AND SERVICES shall NOT BE CONSTRUED AS AN OFFER EXPRESS OR IMPLIED. Gallatin County shall not be bound to the terms and conditions, unless and until this agreement has been fully executed, approved in writing by the County Attorney, adopted and by Resolution of the County Commission and returned to the contractor.

36. **NO DISTRIBUTION, COPYING OR PUBLICATION.** This form of agreement is the property of Gallatin County and shall not be copied, distributed, published, altered, modified, amended or used in any manner without the express written authority of the County Attorney.

37. IN WITNESS WHEREOF the parties have signed this agreement.


Date: \_\_\_\_\_ 2009

Date: 7-14 2009

COUNTY  
Board of County Commissioners  
Gallatin County Montana

CONTRACTOR

  
\_\_\_\_\_  
R. Stephen White, Chairman

  
\_\_\_\_\_  
Max Pangburn, General Manager

Attest:

  
\_\_\_\_\_  
Charlotte Mills, Clerk & Recorder

State of Montana  
Gallatin County

## Exhibit A

Preventive Maintenance							
Site Name	OnSite PM Per Yr	Tavel PM Per Yr	Mileage Per Yr	Helicopter Per Yr	Total PM		
L&J	\$ 5,148.00	\$ -	\$ -	\$ -	\$ 5,148.00		
Eagle Head	\$ 396.00	\$ 792.00	\$ -	\$ 2,400.00	\$ 3,588.00		
Big Sky/Lone Mountain	\$ 396.00	\$ 1,188.00	\$ 140.00	\$ -	\$ 1,724.00		
Andesite	\$ 396.00	\$ 1,188.00	\$ 140.00	\$ -	\$ 1,724.00		
High Flat	\$ 2,772.00	\$ 396.00	\$ 56.00	\$ -	\$ 3,224.00		
Bridger Ridge	\$ 1,108.00	\$ 792.00	\$ -	\$ 2,400.00	\$ 4,300.00		
Nixon Ridge	\$ 1,306.00	\$ 792.00	\$ 84.00	\$ -	\$ 2,182.00		
Round Springs	\$ 396.00	\$ 396.00	\$ 112.00	\$ -	\$ 904.00		
Timberline	\$ 514.00	\$ 396.00	\$ 56.00	\$ -	\$ 966.00		
Kenyon	\$ 830.00	\$ -	\$ -	\$ -	\$ 830.00		
EOC	\$ 594.00	\$ -	\$ -	\$ -	\$ 594.00		
Big Sky Meadow Village	\$ 396.00	\$ 792.00	\$ 140.00	\$ -	\$ 1,328.00		
Horse Butte	\$ 396.00	\$ 1,188.00	\$ 252.00	\$ -	\$ 1,836.00		
<b>TOTALS</b>	<b>\$ 14,648.00</b>	<b>\$ 7,920.00</b>	<b>\$ 980.00</b>	<b>\$ 4,800.00</b>	<b>\$ 28,348.00</b>		



	A	B	C	D	E	F
	Units Identified in Attachment A	Qty	Price Per Unit Per Mth	Extended Per Unit Per Mth	Price Per Unit Per Yr	
1						
2						
3	Orbacom Console Positions	4	\$ 30.00	\$ 120.00	\$ 1,440.00	
4	Orbacom Central Electronics Package	1	\$ 25.00	\$ 25.00	\$ 300.00	
5	Motorola MCC7500 Radio Dispatch Console	6	\$ 30.00	\$ 180.00	\$ 2,160.00	
6	Spectracom Command Center GPS Clock System	1	\$ 15.00	\$ 15.00	\$ 180.00	
7	Zetron Instant Recall Recorder	3	\$ 15.00	\$ 45.00	\$ 540.00	
8	Zetron Model 2200 Paging Terminal	1	\$ 25.00	\$ 25.00	\$ 300.00	
9	Zetron Model 2000 Standby Control Unit	1	\$ 25.00	\$ 25.00	\$ 300.00	
10	Motorola 4.9 Ghz PTP Air Bridge	1	\$ 15.00	\$ 15.00	\$ 180.00	
11	Eltek Energy 48 Volt Battery Supply	1	\$ 15.00	\$ 15.00	\$ 180.00	
12	Series 1500 DC-DC Converters	4	\$ 15.00	\$ 60.00	\$ 720.00	
13	Quantar Radios	2	\$ 20.00	\$ 40.00	\$ 480.00	
14	Coast Comm Muxes	2	\$ 25.00	\$ 50.00	\$ 600.00	
15	Larus Spare T1 Switch	1	\$ 15.00	\$ 15.00	\$ 180.00	
16	Motorola DIU	1	\$ 15.00	\$ 15.00	\$ 180.00	
17	Nice Call Focus III Recording system	1	\$ 25.00	\$ 25.00	\$ 300.00	
18	MCC7500 IP Logging Recorder	1	\$ 25.00	\$ 25.00	\$ 300.00	
19	Astro Comparator	1	\$ 15.00	\$ 15.00	\$ 180.00	
20	GC South Repeater Eaglehead	1	\$ 20.00	\$ 20.00	\$ 240.00	
21	GC Paging Repeater Backup Lone Mountain	1	\$ 20.00	\$ 20.00	\$ 240.00	
22	GC Paging Repeater Andesite	1	\$ 20.00	\$ 20.00	\$ 240.00	
23	GC Paging UHF Link to Bridger Ridge	1	\$ 20.00	\$ 20.00	\$ 240.00	
24	GC Standby/Backup Control Station High Flat	1	\$ 20.00	\$ 20.00	\$ 240.00	
25	GC SO/TAC Control High Flat	1	\$ 20.00	\$ 20.00	\$ 240.00	
26	GC South Repeater Control High Flat	1	\$ 20.00	\$ 20.00	\$ 240.00	
27	GC Paging Control High Flat	1	\$ 20.00	\$ 20.00	\$ 240.00	
28	High Flat to L&J Microwave	1	\$ 15.00	\$ 15.00	\$ 180.00	
29	High Flat to Bridger Ridge Microwave	1	\$ 15.00	\$ 15.00	\$ 180.00	
30	High Flat 48 Volt DC Battery Supply/System	1	\$ 15.00	\$ 15.00	\$ 180.00	
31	GC Paging Transmitter High Flat	1	\$ 20.00	\$ 20.00	\$ 240.00	
32	Larus Spare T1 Switch High Flat	1	\$ 10.00	\$ 10.00	\$ 120.00	
33	Coast Comm Muxe High Flat	1	\$ 25.00	\$ 25.00	\$ 300.00	
34	High Flats to Timberline Microwave	1	\$ 15.00	\$ 15.00	\$ 180.00	
35	High Flats to Nixon Microwave	1	\$ 15.00	\$ 15.00	\$ 180.00	

### Exhibit A

	A	B	C	D	E	F
	<b>Exhibit A</b>					
36						
37	GC North Repeater Bridger Ridge	1	\$ 20.00	\$	20.00	\$ 240.00
38	GC Paging Repeater Bridger Ridge	1	\$ 20.00	\$	20.00	\$ 240.00
39	Bridger Ridge to High Flat Microwave	1	\$ 15.00	\$	15.00	\$ 180.00
40	GC UHF Paging Link to Andesite	1	\$ 20.00	\$	20.00	\$ 240.00
41	Coast Comm Mux Bridger Ridge	1	\$ 25.00	\$	25.00	\$ 300.00
42	GC Roads Repeater Nixon	2	\$ 20.00	\$	40.00	\$ 480.00
43	GC Paging Repeater Nixon	1	\$ 20.00	\$	20.00	\$ 240.00
44	Nixon 48 Volt DC Battery Supply/System	1	\$ 15.00	\$	15.00	\$ 180.00
45	Nixon to High Flat Microwave	1	\$ 15.00	\$	15.00	\$ 180.00
46	Nixon to Bull Mountain Microwave	1	\$ 15.00	\$	15.00	\$ 180.00
47	GC Paging Repeater Round Springs	1	\$ 20.00	\$	20.00	\$ 240.00
48	GC Paging Repeater Timberline	1	\$ 20.00	\$	20.00	\$ 240.00
49	Kenyon To L & J Microwave	1	\$ 15.00	\$	15.00	\$ 180.00
50	Kenyon To EOC	1	\$ 15.00	\$	15.00	\$ 180.00
51	EOC to High Flat Microwave	1	\$ 15.00	\$	15.00	\$ 180.00
52	Eoc To Kenyon Microwave	1	\$ 15.00	\$	15.00	\$ 180.00
53	MTR 2000 Base Radios EOC	4	\$ 20.00	\$	80.00	\$ 960.00
54	Zetron Model 640 Backup Paging Terminal	1	\$ 25.00	\$	25.00	\$ 300.00
55	GC Paging Repeater Meadow Village	1	\$ 20.00	\$	20.00	\$ 240.00
56	GC Paging Repeater Horse Butte	1	\$ 20.00	\$	20.00	\$ 240.00
57	Northside Rural Fire Repeater Horse Butte	1	\$ 20.00	\$	20.00	\$ 240.00
58	<b>TOTAL OF ALL UNITS</b>	<b>73</b>	<b>\$ 1,030.00</b>	<b>\$</b>	<b>1,470.00</b>	<b>\$ 17,640.00</b>

# Exhibit B



# **MOUNTAIN COMMUNICATIONS AND PAGING**

## **MAINTENANCE CONTRACT TOTAL COST**

	Per Year	Per Month
Preventive Maintenance Total (Appendix 1)	\$ 28,348.00	
PER Unit Total (Appendix 2)	\$ 17,640.00	
<b>MAINTENANCE CONTRACT TOTAL</b>	<b>\$ 45,988.00</b>	<b>\$ 3,832.33</b>

### **Peventive Maintenance Exceptions & Shop Rates**

Preventive Maintenance total is figured on 2 trips per year.

Helicopter trips account for 2 trips to Eagle Head and 2 trips to Bridger Ridge. Additional Helicopter trips will be billed directly to Gallatin County.

Preventive Minatenace trips are figured on driving to the site in a 4X4 pickup. Addition charges will be billed to Gallatin County for: 4 Wheeler & Trailer, Snowmobile and Trailer, and Snow Cat and Trailer if needed to access sites.

Gallatin County responsible for all parts associated with repairs.

Mountain Communications Shop Rates are as follows: In Shop \$89 per hour/Out of shop \$99 per hour/Maintenance Customers in-out of shop \$80 per hour