

## **AGREEMENT**

This Agreement is entered into and is effective upon final signature by and between the Montana Department of Corrections, 5 S. Last Chance Gulch, Helena, MT 59601 (Lessee) and Park County, 414 East Callender Street, Livingston, MT 59047 (Lessor)

In consideration of the parties' promises and representations, they agree as follows:

### **1. Construction Work**

Lessor shall complete construction work on the premises that Lessee leases at 414 East Callender Street located in Livingston, Montana. This work is described in the scope of work attached hereto and incorporated by reference. Lessor shall hire a contractor of its choosing to do the work. (Lessee may select a contractor that is mutually acceptable to the Lessor.) The work shall be done in manner consistent with the accepted standards of the construction industry with the proper building permits/codes.

### **2. Inspection of Work and Payment**

- A. Once Lessor determines that the work has been completed, Lessor shall notify Joshua Congleton, Livingston Probation and Parole (406) 222-4164. Within a reasonable time of receiving the notice from Lessor, Livingston Probation and Parole staff shall review the work to determine if the work meets Lessee's needs as promised.
- B. If Livingston Probation and Parole staff accept the work as evidenced by a letter of acceptance sent to Lessor, then Lessee shall pay Lessor \$10,534.00 within 5 business days of the date of the acceptance letter. If Livingston Probation and Parole staff determine that the work is unsatisfactory, then Lessor shall complete the work until staff deem the work satisfactory as reflected in the acceptance letter.
- C. Lessee's total payment for the work is \$10,534.00. Lessee shall make the payment by state warrant payable to Lessor or by electronic funds transfer. Lessee shall not have to pay Lessor any additional money.
- D. If Lessee requests additional work, the parties shall sign a change order reflecting the additional work and the charge(s) for that work.
- E. If, after the remodel, latent defects in the work arise, then Lessor shall repair the defects at its sole cost.

### **3. Entire Agreement/Amendment**

This is the entire agreement of the parties concerning the subject matter described herein. This Agreement controls over any prior agreements, understandings, or representations. This Agreement may only be amended if done so in writing signed by the parties.

**4. Notice**

Unless the parties otherwise agree, all notices under this Agreement must be in writing and shall be deemed given if delivered personally, or within two days after deposit in the U.S. Mail postage prepaid.

**5. Titles**

The titles of sections are solely for the parties' convenience and are not intended to affect the meaning of the Agreement.

**6. Authority**

Lessee and Lessor represent that the individuals signing this Agreement have the authority to bind their respective party.

Lessee

BY   
Kevin Olson, Administrator  
Probation and Parole Division

Date 1/24/12

Lessor

BY 

Date 3/27/2010

**Scope of Remodel**

**Big Bear Contracting**  
33 SUNDANCE DR  
LIVINGSTON, MT 59047  
(406)222-1905  
cpinobigbear@aol.com



## ESTIMATE

### ADDRESS

Park County  
Park County  
414 East Callender  
Livingston, Mt 59047 USA

**ESTIMATE # 1116**

**DATE 09/07/2017**

**EXPIRATION DATE 09/07/2017**

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ACTIVITY	QTY	RATE	AMOUNT
<b>Remodel</b> new bathroom, install in stock lowes ceramic flooring, repaint , add grab bars mirror for sink Plumber to add toilet and sink Install new led lighting and update electrical outlets	1	10,534.00	10,534.00

Thank you for the opportunity to bid on your project

**TOTAL**

**\$10,534.00**

Accepted By

Accepted Date