
Re: LOCI Draft Contract

From Georgia Smies <gsmies@frwmb.gov>

Date Sun 2025-07-27 1:23 PM

To Ethan Mace <emace@frwmb.gov>; Clayton Matt <cmatt@frwmb.gov>; George McLeod <gmcleod@frwmb.gov>; Kenneth Pitt <kpitt@frwmb.gov>; Roger Noble <rnoble@frwmb.gov>

Cc Hallee Frandsen <hallee@bkbh.com>; Sidney Palmer <spalmer@frwmb.gov>

Hi Everyone,

I did not have a chance to review this until this afternoon. Here are my observations:

The agreement aligns well with what I perceive to be our goals (Location and jurisdiction, State and CSKT funding, Expansion Justification, Design Flexibility, and Tribal sovereignty acknowledged when building within the Reservation

.)

Grammar/format errors to correct:

"programing" (misspelled multiple times) in these locations: §1.1.1, §1.1.2, §1.1.4, §2.1.1–§2.1.3

"Flathead Water Management Board" is used throughout the document and should be replaced with Flathead Reservation Water Management Board and then (FRWMB)

Other grammatical edits include:

"Sept 30,2025"	§1.1.6	Add space: "Sept 30, 2025"
"and and"	Project Narrative, Phase 1 Scope	Change to just "and"
"email c/o emace@frwmb.gov"	Proposal cover block	Use proper punctuation: "Email: c/o emace@frwmb.gov"
Capitalization consistency	Article headers, "Phase One – Programing..."	Ensure consistent use of Title Case
Exhibit A references	§3.1.2 and Article 6	Confirm that "Exhibit A: Scope of Services" is appended clearly in final contract format.

To strengthen the contract and protect FRWMB's interest:

1. Add Site Location Statement:

"The final facility site shall be located within the boundaries of the Flathead Indian Reservation, and selected in consultation with CSKT planning staff."

2. Acknowledge Tribal & State Funding Requirements:

"The Architect shall assist the Owner in preparing materials required to satisfy both State of Montana and CSKT capital funding requirements."

3. Add Coordination with Tribal Authorities:

“Architect shall coordinate with CSKT Tribal authorities as needed to ensure project compliance with Tribal land-use planning and environmental standards.”

4. Clarify "Additional Services":

We may wish to revise Section 5.3 or include a definition list in Article 6:

“Supplemental and Additional Services may include—but are not limited to—revisions beyond the agreed program, additional site visits, extra renderings, or attendance at unplanned public or Tribal council meetings.”

I hope this is helpful,
Georgia

I will not be able to participate in the field trip tomorrow to visit the DNRC building in Missoula. I have a prior commitment to a client (Rosebud Sioux Tribe) on Monday.

From: Ethan Mace <emace@frwmb.gov>

Sent: Friday, July 25, 2025 4:31 PM

To: Clayton Matt <cmatt@frwmb.gov>; George McLeod <gmcleod@frwmb.gov>; Georgia Smies <gsmies@frwmb.gov>; Kenneth Pitt <kpitt@frwmb.gov>; Roger Noble <rnoble@frwmb.gov>

Cc: Hallee Frandsen <hallee@bkbh.com>; Sidney Palmer <spalmer@frwmb.gov>

Subject: LOCI Draft Contract

Board,

Attached is the draft LOCI contract for discussion at 7/31's meeting. I wanted to make sure everyone had this version that includes comments from Hallee so that you can review and add your own edits/comments as needed.

It is included here and will also be part of your meeting materials.

Thank you. Ethan

ETHAN MACE

WATER ENGINEER

OFFICE OF THE ENGINEER OF
THE FLATHEAD RESERVATION
WATER MANAGEMENT BOARD



(406) 201-2532



emace@frwmb.gov



PO Box 37
Ronan, MT 59864



www.frwmb.gov

