

RESOLUTION NO. 4323

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A MONTANA DEPARTMENT OF COMMERCE “DELIVERING LOCAL ASSISTANCE” PROGRAM CONTRACT FOR REPLACEMENT OF WATER AND SEWER LINES, VALVES, AND HYDRANTS.

WHEREAS, The City of Miles City has received a Montana Department of Commerce “Delivering Local Assistance” Program grant for replacement of water and sewer lines, valves, and hydrants;

AND WHEREAS, the State of Montana has provided a contract to the City of Miles City to be executed in acceptance of said grant, and grant conditions;

NOW THEREFORE BE IT RESOLVED by the City Council of Miles City, Montana, as follows:

1. The “Montana Department of Commerce Delivering Local Assistance Program Contract # MT-DLA-CG-21-946,” attached hereto as Exhibit “A”, and made a part hereof, is hereby approved and adopted by this Council.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said document on behalf of the City of Miles City and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 28TH DAY OF APRIL, 2020.


John Hollowell, Mayor

ATTEST:


Lorrie Pearce, City Clerk

**MONTANA DEPARTMENT OF COMMERCE
DELIVERING LOCAL ASSISTANCE PROGRAM
CONTRACT #MT-DLA-CG-21-946**

This agreement ("Contract") is entered into by the City of Miles City, Montana ("Grantee") and the Montana Department of Commerce ("Department").

The Grantee and the Department hereby agree to the following terms:

Section 1. PURPOSE

The purpose of this Contract is to provide funding to the Grantee for infrastructure project activities approved by the Department under the Delivering Local Assistance Program ("DLA" or "Program") as authorized by HB 652, passed by the 66th Legislature and as signed into law by Governor Bullock on May 10, 2019 (Chapter 476, Laws 2019).

Section 2. AUTHORITY

This Contract is issued under authority of Title 8, Chapter 94, Subchapter 39 of the Administrative Rules of Montana ("ARM") and the terms of Chapter 476, Laws 2019.

Section 3. APPLICATION INCORPORATED BY REFERENCE

The Grantee's application for Program assistance, including any written modifications or reports resulting from the review of the application by the Department (collectively "Project"), is specifically incorporated into this Contract by this reference and the representations made therein are binding upon the Grantee.

Section 4. ACCEPTANCE OF PROGRAM REQUIREMENTS

- (a) The Grantee will comply with all applicable local, state, and federal laws as well as all applicable regulations, ordinances, and resolutions now in effect or as may be amended during the term of this Contract. Grantee will comply with all administrative directives and procedures that may be established or amended by the Department for the Program, including the most current version of the *TSEP Project Administration Manual* and the *DLA Application and Guidelines*.
- (b) The Grantee agrees that all contracts and subcontracts entered into for the completion of the activities described in Section 6 will require such contractors, subcontractors, and subrecipient entities to also comply with all requirements placed on the Grantee in paragraph (a) of this Section.
- (c) The Grantee agrees that the Project will adhere to all applicable design standards required by the Department of Environmental Quality ("DEQ"), and Grantee shall obtain all applicable federal, state, and local permits required for the Project. If no

DEQ standards are applicable to the Project, the Grantee agrees that the Project will adhere to generally accepted industry standards, such as *Recommended Standards for Wastewater Facilities* or *Recommended Standards for Water Works*, published by the Great Lakes-Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers, latest edition.

- (d) The Grantee agrees to repay to the Department any funds advanced under this Contract that the Grantee, its contractors, subcontractors, or subrecipient entities, or any public or private agent or agency to which it delegates authority to carry out portions of this Contract, expends in violation of the terms of this Contract, the statutes, and regulations governing the Program or any applicable local, state, or federal requirements.
- (e) The Grantee acknowledges and agrees that the funds granted to the Grantee under this Contract are from proceeds of bonds issued by the State of Montana. The Grantee agrees to execute and deliver such documents and provide such information as may be required or appropriate in connection with such bonds to ensure compliance by the State of Montana with state and federal law, rules, and regulations, including without limitation, the Internal Revenue Code of 1986, as amended (the "Code"), and the federal Treasury Regulations. The Grantee shall comply with any written instructions from the Department and/or bond counsel to the State of Montana regarding additional documentation needed to meet any requirements related to the issuance and disbursement of bond proceeds.
- (f) The Grantee shall comply with all environmental requirements and start-up conditions found in the *DLA Application and Guidelines*. The Grantee must complete the applicable environmental review and all start-up conditions before the Department will release Program funds. If the Grantee fails to comply with any environmental requirements or start-up conditions, any obligation to the Grantee under this Contract is extinguished.

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- (a) This Contract shall take effect upon execution by the parties and will terminate on September 30, 2023 or upon approval of Grantee's Project completion report by the Department, whichever is later, unless otherwise terminated in accordance with this Contract.
- (b) All authorized expenses to be reimbursed must be incurred by the Grantee between May 10, 2019 and June 30, 2023. All requests for reimbursement must be submitted to the Department within ninety (90) days after June 30, 2023.
- (c) The activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A. The Grantee may modify the implementation schedule set forth in Exhibit A only with prior written approval of

the Department.

- (d) The Department may grant an extension to this Contract upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has demonstrated progress toward completion of the Project, has engaged in a good faith effort to comply with the duties, terms, and conditions of this Contract, and that the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an extension must be submitted at least sixty (60) days prior to September 30, 2023.

Section 6. SCOPE OF WORK

The Grantee will complete the Project and administer this Contract in compliance with the Project management plan, including any amendments, approved by the Department. The Grantee will use Program funds for the following major components of the Project:

- Replace water pipes with larger PVC piping
- Separate water and sewer lines to meet DEQ standards
- Install water valves and hydrants

Section 7. BUDGET

- (a) The total amount to be awarded to the Grantee under this Contract shall not exceed \$750,000.
- (b) A copy of the preliminary Project budget is attached as Exhibit B and specifically incorporated herein by this reference. After construction bids are awarded or other major Project activity cost elements are determined, the Grantee shall provide the Department with a final Project budget that will, upon receipt and approval by the Department, supersede the preliminary budget in Exhibit B and thereby be incorporated as part of this Contract, binding upon the Grantee.
- (c) For cumulative budget adjustments of \$5,000 or less between line items of the Program portion of Exhibit B, Department approval of the request for reimbursement form shall constitute approval of the budget adjustment. Grantee shall describe the rationale for any budget adjustment and note the adjustment(s) in the request for reimbursement submitted to the Department. Budget adjustments in excess of \$5,000 between any line item of Exhibit B must be approved in advance by the Department.
- (d) Any authorized funds not expended under this grant by the later date referenced in Section 5(b) or otherwise accounted for in accordance with the provisions of this Section will revert to the Department.

Section 8. ACCESS TO AND RETENTION OF RECORDS

- (a) The Grantee agrees to create and maintain records supporting the services covered by this Contract, including but not limited to, financial records, supporting documents, and such other records as are required by law or other authority, for a period of five (5) years after either the termination date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Grantee's offices in Miles City, Montana.
- (b) The Grantee shall provide the Department, Montana Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance.

Section 9. LIAISONS

All project management and coordination on behalf of the Department shall be through a single point of contact designated as the Department's liaison. Grantee shall designate a liaison that will provide the single point of contact for management and coordination of Grantee's work. All work performed pursuant to this Contract shall be coordinated between the Department's liaison and the Grantee's liaison. The liaisons for this Contract are:

For the Department:
Matt Blank (or successor)
Program Specialist, MDOC
301 S. Park Ave.
P.O. Box 200523
Helena, MT 59620-0523
406-841-2779
Matt.Blank@mt.gov

For the Grantee:
John Hollowell (or successor)
City of Miles City
17 S 8th St
Miles City, MT, 59301
406-234-3462
mayor@milescity-mt.org

Section 10. METHOD OF REIMBURSEMENT

- (a) The Department will use the funds appropriated in HB 652 to fund infrastructure project awards to Grantees that have received a notice of award letter from the Department. Grantee acknowledges that its access to Program funds is subject to their availability.
- (b) The Department agrees that, if and when the funds described in paragraph (a) of this Section are available, the Department will authorize the Grantee to request reimbursement from funding awarded for the Project.
- (c) The Department agrees to reimburse the Grantee for eligible Project costs incurred on or after the date identified in Section 5(b) upon the successful completion of

activities set forth in Section 6. All reimbursements must be supported by adequate documentation provided by the Grantee, and require Department approval of the Grantee's request for reimbursement. All requests for reimbursement must be for an amount equal to or greater than five thousand dollars (\$5,000) except for the final request for reimbursement and the Grantee must round down to the nearest whole dollar. Unless previously agreed to in writing by the Department, the Department will not reimburse Grantee for any costs related to the land acquisition, construction, construction inspection, or contingency line items in Exhibit B until Grantee demonstrates all applicable permits for the project have been obtained as required in Section 4(c). In requesting reimbursement, the Grantee will follow the instructions supplied by the Department.

- (d) The Department will not reimburse the Grantee for any costs incurred prior to the date identified in Section 5(b), any expenses not included in Exhibit B or an approved adjustment thereto, any ineligible expenses as set forth in the most current version of the *DLA Application and Guidelines*, or any expenses not adequately supported by the Grantee's records.
- (e) As set forth in Section 17, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract any costs incurred will be the Grantee's sole responsibility.
- (f) The Department is allowed fifteen (15) working days to process a request for reimbursement once adequate supporting documentation has been received by the Department. The Grantee shall provide banking information before or at the time of Contract execution in order to facilitate electronic funds transfer payments.
- (g) If the Grantee changes one of its sources of funding or the cost of the Project increases after the Grantee has obtained the firm commitment of non-Program funds, the Department may, at its discretion, suspend the distribution of Program funds until the Grantee obtains a firm commitment of funds for the full Project budget.
- (h) The Department must reduce the Grantee's amount of Program funds provided by this Contract if actual Project expenses are lower than projected by the Grantee in Exhibit B.
- (i) If the Department determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has breached the terms of this Contract, the Department may withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency.

- (j) Requests for reimbursement for contracted or subcontracted services must include appropriate documentation demonstrating compliance with contract requirements.
- (k) The Grantee may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources.

Section 11. REPORTING REQUIREMENTS

- (a) Project Progress Reports: During the term of this Contract the Grantee will submit Project progress reports as described in the *TSEP Project Administration Manual* to the Department in conjunction with each request for reimbursement. The Department, at its sole discretion, may decline to honor any request for reimbursement if the required project progress report has not been submitted to or approved by the Department.
- (b) Project Completion Report: Upon completion of the Project the Grantee will submit a final Project completion report as described in the *TSEP Project Administration Manual* for Department approval. Upon approval of the Project completion report the Department will issue a notice of Project close-out.

Section 12. PROJECT MONITORING

The Department or any of its authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with Section 6 of this Contract, the proper use of funds, and other technical and administrative requirements of this Contract, including the adequacy of the Grantee's records and accounts. The Department may advise the Grantee of any specific areas of concern and provide the Grantee opportunity to propose corrective actions acceptable to the Department.

Section 13. NOTICE

All notices required under the provisions of this Contract must be in writing and delivered to the parties' liaisons identified herein either by first class mail or personal service.

Section 14. REFERENCE TO CONTRACT

The Contract number must appear on all invoices, reports, and correspondence pertaining to the Contract.

Section 15. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

- (a) The Grantee may subcontract any portion of this Contract to accomplish the completion of the Project. However, Grantee accepts responsibility for the adherence to the terms of this Contract by such contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Contract. The Grantee may not otherwise assign or transfer any portion of this Contract without the express written consent of the Department.
- (b) The Grantee's assignment, transfer, or subcontract of this Contract or any portion thereof neither makes the Department a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the Department. No contractual relationships exist between any subcontractor, assignee, or transferee and the Department.
- (c) The Grantee must immediately notify the Department of any litigation concerning any assignment, transfer, or subcontract of this Contract or any portion thereof.

Section 16. CONTRACT AMENDMENT

This Contract may not be enlarged, modified, or altered without a written agreement signed by all parties to the Contract.

Section 17. TERMINATION OF CONTRACT

This Contract may only be terminated in whole or in part as follows:

- (a) Termination Due to Loss or Reduction of Funding: The Department, at its sole discretion, may terminate or reduce the scope of this Contract if any funding sources are eliminated or reduced for any reason. If a termination or modification is required, the Department may, if sufficient Program funds are available, compensate the Grantee for eligible services rendered and actual, necessary, and eligible expenses incurred as of the revised termination date. The Department will notify the Grantee of the effective date of the termination or modification of this Contract and, if a reduction in funding is required, provide the Grantee with a modified Project budget.
- (b) Termination for Cause with Notice to Cure Requirement: The Department may terminate this Contract for failure of the Grantee, its contractors, subcontractors, or subrecipient entities to perform or comply with any of the services, duties, terms, or conditions contained in this Contract after giving the Grantee written notice of the stated failure. The written notice will demand performance of the stated failure within a specified period of time not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is

Effect of Termination. In the event of termination due to the Grantee's, its contractors', subcontractors', or subrecipient entities' failure to perform or comply with any of the services, duties, terms, or conditions of this Contract, any costs incurred will be the responsibility of the Grantee. However, at its sole discretion, the Department may approve requests by the Grantee for reimbursement of eligible expenses incurred. The Department's decision to authorize payment of any costs incurred or to recover expended Program funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of the Grantee to comply with any of those services, duties, terms, or conditions of this Contract, and on whether the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control.

- (a) The Grantee, in performance of work under the Contract, must fully comply with all applicable federal, state, or local laws, rules and regulations, including but not limited to, 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, the Patient Protection and Affordable Care Act ("ACA"), and Executive Order No. 12-2015, *Amending and Providing For Implementation of the Montana Sage Grouse Conservation Strategy*. Any subletting or subcontracting by the Grantee subjects subcontractors to the same requirements.
- (b) In accordance with Section 49-3-207, MCA and Executive Order No. 04-2016, the Grantee 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, sex, pregnancy, childbirth or medical conditions related to childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status.
- (c) The ACA requires a Grantee, if Grantee is an applicable large employer under the ACA, to provide healthcare coverage for its employees, who provide services for the State and work for thirty (30) or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions of the ACA under Section 4980H, and otherwise satisfy the requirements of the ACA Section 4980 H if provided by the State.

Section 19. ACCOUNTING, COST PRINCIPLES, AND AUDITING

- (a) The Grantee, in accordance with Sections 2-7-503, MCA and other authorities, must maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP").
- (b) The Department, any other legally authorized governmental entity, or their authorized agents may, at any time during or after the term of this Contract, conduct in accordance with Sections 2-7-503, 5-13-304, and 18-1-118, MCA and other authorities, audits for the purposes of ensuring the appropriate administration, expenditure of monies, and delivery of services provided through this Contract.

Section 20. AVOIDANCE OF CONFLICT OF INTEREST

- (a) The Grantee will comply with Sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, as applicable, and any other applicable local, state, or federal law regarding the avoidance of conflict of interest.
- (b) The Grantee agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors, who provide or propose to provide services relating to the project funded under this Contract.
- (c) The Grantee shall promptly refer to the Department any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted any false claim or has committed any criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract.

Section 21. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Grantees are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with Sections 39-71-401, 39-71-405, and 39-71-417, 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 Grantee nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and renewal documents must be sent to the Department within thirty (30) days of Contract execution.

Section 22. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by the Grantee or any of its contractors or subcontractors in furtherance of this Contract are the property of the

Grantee and the Department. Both Grantee and the Department have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, authorize others to use, and to otherwise use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of both the Department and the Grantee.

Section 23. INSURANCE

- (a) General Requirements: Grantee must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The State, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the State of Montana.
- (b) General Liability Insurance: At its sole cost and expense, Grantee must purchase occurrence coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA.
- (c) Professional Liability Insurance: Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. *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 (3) year tail for claims that are filed after the cancellation or expiration date of the policy.*
- (d) Property Insurance: At its sole cost and expense, Grantee must maintain property and hazard insurance, including course of construction coverage and earthquake insurance, for loss or damage to any building and related improvements and contents therein on a replacement cost basis throughout the term of the Contract. *Note: earthquake insurance is required when working in areas where the shaking level is above 10g.*
(Ref: <http://rmt.d.mt.gov/Portals/62/aboutus/publications/files/NEHRP.pdf>).

- (e) General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana and with a Best's rating of at least A-, or by a public entity self-insured program either individually or on a pool basis as provided by Title 2, MCA. All certificates and endorsements must be received by the Department prior to beginning any activity provided for under the Contract. Grantee must notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of Grantee's insurance policy, including endorsements, at any time.

Section 24. HOLD HARMLESS AND INDEMNIFICATION

The Grantee agrees to protect, defend, and save the State, 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 Grantee's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, omissions of services, or in any way resulting from the acts or omissions of the Grantee and/or its agents, employees, representatives, assigns, or subcontractors under this Contract.

Section 25. DEFAULT

Failure on the part of either party to perform the provisions of the Contract constitutes default. Default may result in the pursuit of remedies for breach of contract as set forth herein or as otherwise legally available, including but not limited to damages and specific performance.

Section 26. DEBARMENT

The Grantee certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any governmental department or agency.

Section 27. FORCE MAJEURE

Neither party will be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, bombs, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

Section 28. SEPARABILITY

A declaration by any court, or any other binding legal forum, that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.

Section 29. ARBITRATION

Unless otherwise agreed to in writing or provided for by law, arbitration is not available to the parties as a method of resolving disputes that would arise under the Contract.

Section 30. NO WAIVER OF BREACH

No failure by the Department to enforce any provisions hereof after any event of breach will be deemed a waiver of its rights regarding that event, or any subsequent event. No express failure of any event of breach will be deemed a waiver of any provision hereof. No such failure or waiver will be deemed a waiver of the right of the Department to enforce each and all the provisions hereof upon any further or other breach on the part of the Grantee.

Section 31. JURISDICTION AND VENUE

This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this Contract must be brought in the First Judicial District in Lewis and Clark County, State of Montana and each party must pay its own costs and attorney fees.

Section 32. INTEGRATION

The Contract contains the entire agreement between the parties. No statements, promises, or inducements of any kind made by either party or the agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding.



Are you finished signing?

FINISH

This Contract is intended to be and will be construed to evidence a "grant" to the Grantee under the Code and Treasury Regulations of proceeds of bonds issued by the State of Montana. The parties agree that there is no expectation that any grant funds will be repaid or that any other payments will be made by the Grantee to the Department or the State of Montana in connection with this Contract and that the Grantee is not a related party to, or acting as an agent of, the Department or the State of Montana in connection with this Project or this Contract. The Grantee will apply all funds granted to it under this Contract to capital expenditures of the Project.

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties hereto have caused this Contract to be executed.

CITY OF MILES CITY

John Hollowell
John Hollowell, Mayor

4/22/2020

Date

ATTEST:

Lorrie Pearce
Lorrie Pearce, City Clerk

APPROVED AS TO FORM:

Dan Rice
Dan Rice, City Attorney

MONTANA DEPARTMENT OF COMMERCE:

Tara Rice, Director

Date

EXHIBIT A Implementation Schedule

TASK	QUARTERS, 2019				QUARTERS, 2020			
	1st J F M	2nd A M J	3rd J A S	4th O N D	1st J F M	2nd A M J	3rd J A S	4th O N D
<u>PROJECT DESIGN</u>								
Commence Final Design				X	X			
Complete Project Design				X	X			
Submit Plans to DEQ					X			
Prepare Bid Documents					X			
Finalize Acquisition					NA			
<u>ADVERTISEMENT FOR CONST. BID</u>								
Review Contract Requirements					X			
Public Bid Advertisement					X	X		
Open Bids & Examine Proposals						X		
Request Contr. Debarment Review						X		
Select Contractor & Award Bid						X		
Conduct Pre-Const. Conference						X		
Issue Notice to Proceed to Contractor						X		
<u>PROJECT CONSTRUCTION</u>								
Begin Construction						X		
Monitor Engineer & Contractor						X	X	X
Conduct Labor Compliance Reviews						X	X	X
Hold Const. Progress Meetings						X	X	X
Final Inspection								X
<u>PROJECT CLOSE OUT</u>								
Submit Final Drawdown								X
Project Completion Report/Final Certification								X
Contract End Date								2023

EXHIBIT B

Budget

ADMINISTRATION	DLA	LOCAL	TOTAL
Professional Services	\$ -	\$20,000	\$20,000
Office Cost	\$ -	\$ -	\$0
Grant Administration	\$ -	\$ -	\$0
Legal Costs	\$ -	\$8,000	\$8,000
Audit Fees	\$ -	\$ -	\$0
Travel & Training	\$ -	\$ -	\$0
			\$0
			\$0
TOTAL ADMINISTRATION	\$0	\$28,000	\$28,000
CONSTRUCTION RELATED ACTIVITIES			
Preliminary Design	\$ -	\$ 10,000	\$ 10,000
Final Design	\$ -	\$ 104,000	\$ 104,000
Construction Inspection Eng.	\$ -	\$ 104,000	\$ 104,000
Construction	\$ 750,000	\$ 150,000	\$ 900,000
Contingency	\$ -	\$ 90,000	\$ 90,000
TOTAL ACTIVITY	\$ 750,000	\$ 458,000	\$ 1,208,000
TOTAL PROJECT BUDGET	\$750,000	\$486,000	\$1,236,000

CDD CONTRACT INFORMATION SHEET

Division staff are required to complete the items in blue print.

Date of Gov. Award Letter: <u>2/14/2020</u>	Date Met StartUp Conditions: <u>3/11/2020</u>
Contract Number: <u>MT-DLA-CG-21-946</u>	Division: <u>CDD</u>
Contractor's Name: <u>City of Miles City</u>	
Additional Name: <u>Tom Speelmon</u>	
Additional Email: <u>tspeelmon@milescity-mt.org</u>	
Approved to Form Name: <u>Dan Rice</u>	
Approved to Form Email: <u>drice@milescity-mt.org</u>	
Contractor (Signee) Name: <u>John Hollowell</u>	
Contractor's Email: <u>mayor@milescity-mt.org</u>	
Contractor's Address: <u>17 S 8th St</u>	
Contractor's Address 2: <u>Miles City, MT 59301</u>	Vendor Number: <u>23484</u>
Attest Name: <u>Lorrie Pearce</u>	
Attest Email: <u>cityclerk@milescity-mt.org</u>	
Duns Number: _____	Begin Date: <u>Upon Execution</u>
(Federal Funds Required)	
Amount: <u>\$750,000</u>	
Organization Number: <u>607946</u>	End Date: <u>9/30/2023</u>
RFP Number (if applicable): _____	
Program Number: <u>60</u>	

Liaison: <u>Matt Blank</u>	Program Manager: <u>BAnseth@mt.gov</u>
Liaison Email: <u>Matt.Blank@mt.gov</u>	Operations Manager: <u>A.C. Rothenbuecher</u>
Liaison Phone: <u>406-841-2779</u>	Additional Email: _____

Signatures:	Carbon Copies:
Division Administrator <u>Jennifer Olson</u> 4/9/2020	Liaison: <input checked="" type="checkbox"/>
Fiscal Review <u>Heidi Sampson</u> 4/10/2020	Director (> \$25K): <input checked="" type="checkbox"/>
Legal Counsel <u>Amy Barnes</u> 4/10/2020	Deputy Director (<\$25K): <input type="checkbox"/>
Deputy Director <u>Tara Rice</u> 4/14/2020	Perceptive Content <input checked="" type="checkbox"/>
OBPP <u>Amy Sassano</u> 4/14/2020	

Certificate Of Completion

Envelope Id: 44CB12D9AB4E44A9B6917D6C53C1B8B0

Subject: Montana Department of Commerce Contract #MT-DLA-CG-21-946 for Signature

Source Envelope:

Document Pages: 16

Certificate Pages: 6

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:

Contracts Admin

PO Box 200501

301 S. Park Ave

Helena, MT 596200501

doccontracts@esign.mt.gov

IP Address: 161.7.39.7

Record Tracking

Status: Original

4/9/2020 4:14:43 PM

Holder: Contracts Admin

doccontracts@esign.mt.gov

Location: DocuSign

Signer Events

Jennifer Olson

jeolson@mt.gov

Security Level: Email, Account Authentication
(None)**Signature***Jennifer Olson*

Signature Adoption: Pre-selected Style

Using IP Address: 174.45.45.11

Signed using mobile

Timestamp

Sent: 4/9/2020 4:25:07 PM

Viewed: 4/9/2020 4:38:50 PM

Signed: 4/9/2020 4:39:04 PM

Electronic Record and Signature Disclosure:

Accepted: 4/9/2020 4:38:50 PM

ID: 3cca0795-4034-45be-a27f-03adf9bf2d32

Heidi Sampson

hsampson@esign.mt.gov

MT Dept of Commerce

Security Level: Email, Account Authentication
(None)*Heidi Sampson*

Signature Adoption: Pre-selected Style

Using IP Address: 161.7.39.7

Sent: 4/9/2020 4:39:06 PM

Viewed: 4/10/2020 8:59:30 AM

Signed: 4/10/2020 8:59:38 AM

Electronic Record and Signature Disclosure:

Accepted: 4/5/2016 4:30:45 PM

ID: afa40be6-2498-4bee-aeeb-4ff484d96ce4

Amy Barnes

AmyBarnes@mt.gov

Security Level: Email, Account Authentication
(None)*Amy Barnes*

Signature Adoption: Pre-selected Style

Using IP Address: 98.127.139.101

Signed using mobile

Sent: 4/10/2020 8:59:40 AM

Viewed: 4/10/2020 9:09:19 AM

Signed: 4/10/2020 9:09:36 AM

Electronic Record and Signature Disclosure:

Accepted: 4/10/2020 9:09:19 AM

ID: d7fd408a-52c4-4093-9290-a3565c8ee190

Tara Rice

tara.rice@mt.gov

Director

Security Level: Email, Account Authentication
(None)*Tara Rice*

Signature Adoption: Pre-selected Style


Using IP Address: 161.7.39.7

Sent: 4/10/2020 9:09:38 AM

Viewed: 4/14/2020 1:48:31 PM

Signed: 4/14/2020 1:48:42 PM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 4/14/2020 1:48:31 PM ID: d208893b-53c0-4ed3-aa7d-3bd282243538 Amy Sassano asassano@mt.gov Deputy Budget Director Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 161.7.39.7	Sent: 4/14/2020 1:48:44 PM Viewed: 4/14/2020 2:18:46 PM Signed: 4/14/2020 2:19:43 PM
Electronic Record and Signature Disclosure: Accepted: 4/14/2020 2:18:46 PM ID: 9c2c2ba4-e19c-4bdd-9c4a-81cb8f723d96		
Dan Rice drice@milescity-mt.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.89.211.104	Sent: 4/14/2020 2:19:45 PM Viewed: 4/15/2020 10:20:37 AM Signed: 4/15/2020 10:20:49 AM
Electronic Record and Signature Disclosure: Accepted: 4/15/2020 10:20:37 AM ID: d746dbae-8eb3-4ffa-b72c-2c010d6c218d		
John Hollowell mayor@milescity-mt.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 97.121.205.75 Signed using mobile	Sent: 4/15/2020 10:20:53 AM Viewed: 4/22/2020 8:14:14 AM Signed: 4/22/2020 2:38:14 PM
Electronic Record and Signature Disclosure: Accepted: 4/22/2020 8:14:14 AM ID: 866eadca-3b03-426b-a228-046b7d92c74a		
Lorrie Pearce cityclerk@milescity-mt.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.89.211.179	Sent: 4/22/2020 2:38:17 PM Viewed: 4/22/2020 3:02:41 PM Signed: 4/23/2020 10:11:21 AM
Electronic Record and Signature Disclosure: Accepted: 4/22/2020 3:02:41 PM ID: 54c3f695-dbafe-4662-b4e7-ee901bb5941f		
Tara Rice tara.rice@mt.gov Director Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 161.7.39.7	Sent: 4/23/2020 10:11:24 AM Viewed: 4/23/2020 10:29:13 AM Signed: 4/23/2020 10:29:24 AM
Electronic Record and Signature Disclosure: Accepted: 4/23/2020 10:29:13 AM ID: a93626a1-aac6-46c5-80ed-b82cd0ba07b7		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Becky Anseth banseth@mt.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/9/2020 4:25:08 PM Viewed: 4/10/2020 12:06:46 PM
Matt Blank matt.blank@mt.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/9/2020 4:25:08 PM
Tom Speelmon tspeelmon@milescity-mt.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/14/2020 2:19:45 PM Viewed: 4/14/2020 2:42:42 PM
Cyndi Davis CDavis3@mt.gov Payroll and Benefits Accountant Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/23/2020 10:29:27 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/23/2020 10:29:27 AM
Certified Delivered	Security Checked	4/23/2020 10:29:27 AM
Signing Complete	Security Checked	4/23/2020 10:29:27 AM
Completed	Security Checked	4/23/2020 10:29:27 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		