

RESOLUTION NO. 4324

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A MONTANA DEPARTMENT OF COMMERCE COAL BOARD CONTRACT FOR GRANT FUNDING RELATING TO THE FRANK WILEY FIELD MILES CITY AIRPORT IMPROVEMENT PROJECT.

WHEREAS, the City of Miles City has been awarded a Montana Department of Commerce Coal Board grant in the amount of \$275,000 to be used for the Frank Wiley Field Miles City Airport Improvement Project;

AND WHEREAS, the terms of said grant award are set forth in Montana Department of Commerce Coal Board Contract #MT-CB-CG-21-0886;

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

1. The "Montana Department of Commerce Coal Board Contract #MT-CB-CG-21-0886," 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 Agreement on behalf of the City of Miles City and bind the City of Miles City thereto; and
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement 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 12TH DAY OF MAY, 2020.


John Hollowell, Mayor

ATTEST:


Lorrie Pearce, City Clerk

**MONTANA DEPARTMENT OF COMMERCE
COAL BOARD
CONTRACT #MT-CB-CG-21-0886**

This agreement ("Contract") is entered into by the Miles City, Montana ("Grantee") and the Montana Coal Board ("Board").

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

Section 1. PURPOSE

The purpose of this Contract is to provide funding for project activities approved by the Montana Coal Board ("Board" or "Program") for which the Grantee has applied for grant funds pursuant to Sections 90-6-201 *et seq.*, Montana Code Annotated ("MCA").

Section 2. AUTHORITY

- (a) This Contract is issued under authority of Title 90, Chapter 6, Part 2 of the MCA, and Title 8, Chapter 101, of the Administrative Rules of Montana ("ARM"). The Board is attached to the Montana Department of Commerce ("Department") for administrative purposes under Section 2-15-1821, MCA. The Department provides staff for the Board and the Department and its staff are specifically authorized to direct and supervise the budgeting, recordkeeping, reporting, and related administrative and clerical functions of the Board with respect to this Contract per Section 2-15-121 MCA.
- (b) The Grantee warrants that it is eligible for Coal Board grants as required by Title 90, Chapter 6, Part 2, MCA, and has the statutory authority to make expenditures to provide the particular government service or facility funded under this Contract.
- (c) The Grantee acknowledges that the authorization of any Program funds by this Contract is subject to the availability of funds in the Coal Natural Resource Account provided for in 90-6-1001, MCA.

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 Board and/or 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 Board or the Department for the Program, including all the provisions, guidelines, and requirements set forth on the Board's website at: <http://comdev.mt.gov/Boards/Coal>.

- (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 and building codes. Grantee agrees to obtain all applicable federal, state, and local permits required for the project.
- (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.

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, 2021 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 September 12, 2019 and June 30, 2021. All requests for reimbursement must be submitted to the Department within ninety (90) days after June 30, 2021.
- (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 Board or 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, 2021.

Section 6. SCOPE OF WORK

The Grantee will complete the Project and administer this Contract as set forth in the Grantee's application for Program assistance, including any amendments, resulting from the review of the application by the Board or the Department. The Grantee will use Program funds for the following major components of the Project:

- Construction of runway and taxiway improvements

Section 7. BUDGET

- (a) The total amount to be awarded to the Grantee under this Contract shall not exceed \$275,000.
- (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 ten percent (10%) or less between line items of the Program portion of Exhibit B, Department approval of the request for reimbursement form will 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 ten percent (10%) between any line item of Exhibit B must be approved in advance by the Board or 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 Board and may be used to finance other Program projects.

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 Board, the Department, Montana Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance.

Section 9. LIAISONS

All project management on behalf of the Board and 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:
Rachel Young (or successor)
Board Officer, MDOC
301 S. Park Ave.
P.O. Box 200523
Helena, MT 59620-0523
406-841-2867
Rachel.young@mt.gov

For the Grantee:
John Hollowell (or successor)
Mayor, Miles City
PO Box 910
Miles City, MT 59301
406-874-8603
mayor@milescity-mt.org

Section 10. METHOD OF REIMBURSEMENT

- (a) The Board or the Department will not release any Program funds to the Grantee until the Grantee has obtained firm commitments for all other financial resources to be involved in the Project, as defined in Section 6 and Exhibit B. The Grantee may not expend or obligate any Program funds, other than for administrative purposes, until the Board or the Department determines that this condition has been satisfied.
- (b) The Grantee will be reimbursed on an actual cost basis 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 Board or Department approval of the Grantee's request for reimbursement. Unless previously agreed to in writing by the Board or the Department, the Board or 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 Board and the Department.

- (c) The Board and 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 Program application or guidelines, or any expenses not adequately supported by the Grantee's records.
- (d) 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 and the Grantee agrees to repay the Board any funds advanced under the Contract.
- (e) 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.
- (f) 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 Board or the Department may suspend the distribution of Program funds until the Grantee obtains a firm commitment of funds for the full Project budget.
- (g) The Board or the Department may reduce the Grantee's scope of work or the amount of Program funds provided by this Contract if actual Project expenses are lower than projected by the Grantee in Exhibit B or the Grantee obtains a greater amount of grant funds from other sources than as presented in the Project application.
- (h) If the Board or 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 Board or 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.
- (i) Requests for reimbursement for contracted or subcontracted services must include appropriate documentation demonstrating compliance with contract requirements.
- (j) 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 to the Department (as prescribed by the Department) in conjunction with each request for reimbursement. These reports will describe the status of the activities set forth in Section 6, including, at a minimum, the percentage completed, costs incurred, funds remaining, and projected completion date. Additionally, the report must provide documentation supporting each claim for expenses to be reimbursed, describe any significant problems encountered in carrying out the Project, and the scope of any necessary modifications the Grantee is requesting in the Project scope of work, budget, or implementation schedule. 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 prescribed by the Department) for Department approval. The Project completion report will describe the total costs incurred for the Project, identify the final completion date, and summarize any significant problems encountered in carrying out the Project. Upon approval of the Project completion report, the Department will issue a notice of Project close-out.

Section 12. PROJECT MONITORING

The Board, 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 or the Board.

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 Board or the Department.
- (b) The Grantee's assignment, transfer, or subcontract of this Contract or any portion thereof neither makes the Board or the Department a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the Board or the Department. No contractual relationships exist between any subcontractor, assignee, or transferee and the Board or the Department.
- (c) The Grantee must immediately notify the Board and 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 Board may terminate or reduce the scope and budget of this Contract if any funding sources are eliminated or reduced for any reason. If a termination or modification is required, the Board 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 amount.
- (b) Termination for Cause with Notice to Cure Requirement: The Board 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

effective at the end of the specified period.

- (c) 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, the Board or the Department may approve requests by the Grantee for reimbursement of eligible expenses incurred. The Department's or the Board'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.

Section 18. COMPLIANCE WITH APPLICABLE LAWS

- (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 Board, 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

- (a) 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, the Board, and the Department. The Grantee, the Board, 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 the Board, the Department, and the Grantee.

- (b) Property Management and Equipment: Title to real property or capital equipment acquired under a grant or subgrant will vest upon acquisition in the Grantee or subgrantee, respectively. The Grantee may not transfer title to any real property or capital equipment acquired in whole or in part with the funds provided under this Contract without first receiving the Board's written approval of the transfer. The Grantee is liable to the Board for the value of any real property or capital equipment disposed of in violation of this provision.

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) 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.
- (e) 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>).

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 Board 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 Board 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.

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

MILES CITY:

John Hollowell 5/12/2020
John Hollowell, Mayor Date

ATTEST:

Lorrie Pearce
Lorrie Pearce, City Clerk

APPROVED AS TO FORM:

Daniel Rice
Dan Rice, Attorney

MONTANA COAL BOARD:

John Williams 6/4/2020
John Williams, Chair Date

EXHIBIT A
Implementation Schedule

IMPLEMENTATION SCHEDULE FOR FRANK WILEY FIELD MILES CITY AIRPORT IMPROVEMENT PROJECT												
TASK	QUARTERS 2019				QUARTERS 2020				QUARTERS 2021			
	1ST	2ND	3RD	4TH	1ST	2ND	3RD	4TH	1ST	2ND	3RD	4TH
<u>PROJECT START-UP</u>												
A. Sign contract with Coal Board				X								
B. Secure approval of otherfunding					X							
C. Submit progress reports and drawdown request. (Progress reports quarterly if no draws submitted)				X	X	X	X	X	X			
<u>PROJECT CONSTRUCTION</u>												
A. Engineering Design				X	X							
B. Bid Advertisement/Selection					X							
C. Construction						X	X					
D. Monitor Progress					X	X	X					
E. Final Inspection							X					
<u>PROJECT CLOSE-OUT</u>												
A. Coal Board administrative staff conduct on-site monitoring of the project.							X					
B. Submit project completion report.								X				
C. Include project in audits.								X				

EXHIBIT B
Budget

<u>PROJECT BUDGET FOR</u> <u>FRANK WILEY FIELD</u> <u>MILES CITY AIRPORT</u> <u>IMPROVEMENT PROJECT</u>					
Completed by: <u>JULIE EMMONS</u> For: (location) <u>MILES CITY</u> , MT				Date: <u>7/29/19</u>	
ADMINISTRATIVE/ FINANCIAL COSTS	SOURCE: FAA	SOURCE: COAL BOARD	SOURCE: DOT AERONAUTI CS DIVISION	SOURCE:	TOTAL:
Grant Administration	\$	\$	\$	\$	\$
Office Costs	\$	\$	\$	\$	\$
Professional Services	\$3,000	\$	\$	\$	\$3,000
Legal Costs	\$5,000	\$	\$	\$	\$5,000
Travel & Training	\$	\$	\$	\$	\$
<u>TOTAL ADMINISTRATIVE/ FINANCIAL COSTS</u>	\$8,000	\$	\$	\$	\$8,000
ACTIVITY COSTS:					
Equipment Cost	\$	\$	\$	\$	\$
Construction Cost	\$3,639,617	\$275,000	\$170,291	\$	\$4,084,908
Architectural/Engineering Design	\$360,000	\$	\$	\$	\$360,000
Product Completion (PER's, studies, etc.)	\$	\$	\$	\$	\$
Contingency	\$	\$	\$	\$	\$
TOTAL ACTIVITY COSTS	\$3,999,617	\$275,000	\$170,291	\$	\$4,444,908
TOTAL PROJECT COSTS	\$4,007,617	\$275,000	\$170,291	\$	\$4,452,908

CDD CONTRACT INFORMATION SHEET

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

Date of Gov. Award Letter:	<u>4/1/2020</u>	Date Met StartUp	
Contract Number:	<u>MT-CB-CG-21-0886</u>	Conditions:	<u>N/A</u>
Contractor's Name:	<u>City of Miles City</u>	Division:	
Additional Name:	<u>Candy Tombrink</u>	CDD	
Additional Email:	<u>candace.tombrink@kljeng.com</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, Mayor</u>		
Contractor's Email:	<u>mayor@milescity-mt.org</u>		
Contractor's Address:	<u>PO Box 910</u>		
	<u>Miles City, MT 59301</u>	Vendor Number:	
Contractor's Address 2:			
Attest Name:	<u>Lorrie Pearce</u>		<u>23484</u>
Attest Email:	<u>cityclerk@milescity-mt.org</u>		
Coal Board Chair Name:	<u>John Williams</u>		
Coal Board Chair Email:	<u>john.williams@mt.gov</u>		
		Begin Date:	
		Upon Execution	
Amount:	<u>\$275,000</u>		
Organization Number:	<u>601886</u>	End Date:	
RFP Number (if applicable):			<u>9/30/2021</u>
Program Number:	<u>60</u>		

Liaison:	<u>Rachel Young</u>	Program Manager:	
Liaison Email:	<u>rachel.young@mt.gov</u>	Operations Manager:	<u>a.c.rothenbuecher@mt.gov</u>
Liaison Phone:	<u>406.841.2867</u>	Additional Email:	

Signatures:		Carbon Copies:	
Division Administrator	<u>Jennifer Olson</u> 4/30/2020	Liaison:	<input checked="" type="checkbox"/>
Fiscal Review	<u>Heidi Sampson</u> 4/30/2020	Director (> \$25K):	<input checked="" type="checkbox"/>
Legal Counsel	<u>Amy Barnes</u> 4/30/2020	Deputy Director (<\$25K):	<input type="checkbox"/>
Director	<u>Tara Rice</u> 4/30/2020	Perceptive Content	<input checked="" type="checkbox"/>
OBPP	<u>Amy Sassano</u> 4/30/2020		