

WATER TRANSMISSION AGREEMENT
Between
THE NORTH CENTRAL MONTANA REGIONAL WATER AUTHORITY
And
THE CITY of SHELBY

This Water Transmission Agreement is entered into this ____ day of _____, 2019, between the North Central Montana Regional Water Authority (“Authority”), and the City of Shelby (“Shelby”).

Recitals

WHEREAS Shelby is a Member Entity of the Authority pursuant to the North Central Montana Regional Water Authority Agreement (2006), and Shelby has previously entered into an Operation and Maintenance Agreement of the Marias River Component with the Authority, and will be the retail water provider to service tap connections along the Authority’s Marias River Component pipeline; and

WHEREAS, the Authority was created to participate in the development, design, and construction of the Rocky Boy’s / North Central Montana Regional Water System as defined by Public Law 107-331 to ensure a safe and adequate rural, municipal and industrial water supply for its Member Entities; and

WHEREAS, the Authority owns a pipeline more particularly described as the connection to the existing Shelby sixteen inch (16”) supply line at the 20”X16” cross approximately fifty (50) feet north of the Shelby treatment building and all pipe and appurtenances conveying water from that point to an end point approximately five (5) miles south to a point east of Interstate 15 approximately 3,250 feet south of the Toole/Pondera county line adjacent to the old Shelby Road on the east side (Marias River Component); and

WHEREAS, in order to serve certain customers along the pipeline route it is necessary for Shelby to utilize the Authority’s pipeline to transport drinking water to these customers;

NOW THEREFORE in consideration of the promises and conditions herein, and for other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, it is mutually agreed as follows:

Section 1. Definitions.

- 1.1. “Authority” shall mean the North Central Montana Regional Water Authority.
- 1.2. “Deliver Point” or “Delivery Points” shall mean that location or locations where the Non-Core System connects and delivers potable water to Shelby for service to its customers along the Authority’s pipeline.

1.3. “Force Majeure Events” shall mean any event which wholly or partly prevents or delays the performance by either party of any obligation under this Agreement, but only if and to the extent (i) such event is not within the reasonable control, directly or indirectly, of the party affected, (ii) the party affected has taken and is taking all reasonable precautions and measures in order to prevent or avoid such event or mitigate the effect of such event on such party’s ability to perform its obligations, and (iii) such event is not the direct or indirect result of such party’s negligence or the failure of such party to perform any of its obligations. Subject to the conditions set forth in the preceding sentence, the term Force Majeure Event includes, without limitation, flood, lightning, earthquake, fire, explosion, epidemic, quarantine, hurricane, strikes and other labor disputes (including collective bargaining disputes and lockouts), war (including acts of terrorism), blockade, insurrection, revolution, malicious damage, sabotage, nuclear, chemical or biological contamination, expropriation or confiscation, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant, machinery or equipment, and unavailability of fuel, power or raw materials if the cause thereof should qualify as a Force Majeure Event, but specifically excludes economic hardship, changes in market conditions or insufficiency of funds (except as otherwise expressly provided herein).

Section 2. Transmission of Water.

The Authority or its agent, City of Shelby, shall transport potable treated water meeting applicable purity standards of the State of Montana to the Delivery Points. The Authority and Shelby shall coordinate subject to the terms and conditions of the Authority’s tapping requirements contained in the separate Operation and Maintenance Agreement for the Marias River Component pipeline the location, engineering, design, and construction of connections and metering devices between the Authority’s pipeline and the Delivery Points. The obligations of the Authority under this Section are subject to Force Majeure Events.

Section 3. Rates, Costs, and Charges.

3.1. Transmission Cost. If Shelby’s total annual revenues are under \$2,000, Shelby agrees to pay a minimum transmission fee of \$2000. If total annual revenues are between \$2,000 and \$4000, Shelby agrees to pay the minimum transmission fee of \$2,000 plus 50% of the total revenues that exceed \$2000. If Shelby’s total annual revenues exceed \$4000, then Shelby agrees to pay a transmission fee of no more than \$4000 until a new Transmission Cost Rate is established pursuant to Section 3.2 of this Agreement.

3.2. Rate Adjustments. Except as otherwise provided for in this Agreement, adjustments to shall be accomplished through the following process:

1. the Authority shall develop any proposed rate change including the basis and rationale for such change;
2. provide Shelby written notice of the proposed rate change and allow within a reasonable time period Shelby to provide input and opportunity to comment either in writing or at a meeting of the Authority’s Executive Committee; and
3. After the opportunity for comment has ended, the Authority shall either adopt, modify, or reject the rate adjustments and establish an effective date for any rate

adjustments.

In the event Shelby continues to dispute any final rate adjustment, such dispute is subject to the Dispute Resolution provisions of this Agreement contained in Section 8.

Section 4. Curtailment of Delivery of Water for Maintenance Purposes.

The Authority, or its' agent, may temporarily discontinue or reduce the amount of water to be transmitted for the purpose of maintaining, repairing, replacing, investigating, or inspecting any of the facilities and works necessary for the transmission of water. To the extent possible, reasonable notice in advance of any temporary discontinuance or reduction will be provided by Authority or its' agent. No advance notice will be required in the case of an emergency. In no event shall any liability accrue against the Authority or any of its officers, agents, or employees for any damage or inconvenience, direct or indirect, arising from such temporary discontinuance or reduction for maintenance and repair purposes.

Section 5. Mutual Agreement.

The Authority and Shelby mutually agree:

5.1. to use appropriate engineering, design, construction, and maintenance practices and techniques to ensure compliance with applicable statutes and regulations;

Section 6. Authority's Obligations.

The Authority is obligated to:

6.1. submit invoices or bills to Shelby for payment of amounts due under this Agreement;

6.2. prior to October 1st of each year, or at a time mutually agreeable to the parties, establish Water Transmission Costs pursuant to this Agreement; provided that Water Transmission Costs may be adjusted as set forth in this Agreement; and

6.3. upon the request of Shelby provide information or documents pertaining to the Authority's operations and related revenues and expenses.

Section 7. City of Shelby's Obligations.

The City is obligated to:

7.1. pay all invoices and accounts receivable, including any penalties or finance charges incurred for late payment, from the Authority when due and within thirty (30) days of receipt of the invoice(s) pursuant to the terms and conditions of this Agreement, and any other subsequent agreements or amendments to any of the agreements between the parties.

7.2. upon request of the Authority, within 180 days after the close of each Fiscal Year, cause to be prepared and submitted to the Authority a financial report with respect to City's system for such Fiscal Year in accordance with generally accepted accounting principles applicable to governmental entities and, in addition to whatever matters may be thought proper by the Authority to be included therein, shall include a statement in detail of the income and expenditures of City's system for the Fiscal Year and a balance sheet as of the end of the Fiscal Year;

7.3. prior to the beginning of each Fiscal Year provide to the Authority a copy of City's anticipated rates for the ensuing Fiscal Year;

7.4. maintain rates, charges and rentals to be charged to all recipients of water services and revise whenever and as often as may be necessary such that revenues for each Fiscal Year will be sufficient to timely pay Authority the amounts due pursuant to this Agreement for the transmission of water, including related penalties and interest;

Section 8. Dispute Resolution.

8.1. Cooperative Resolution. The parties shall endeavor in good faith to obtain full and cooperative resolution of any dispute or disagreement in respect to the performance by either of them of their respective duties and obligations hereunder, or in regard to interpretation and/or administration of any other term or provision in this Agreement, or of any matter not provided for or covered in this Agreement which is nonetheless essential to the achievement of the ends and objectives of this Agreement. Any matters not resolved by mutual agreement shall be resolved by arbitration as hereafter provided, unless the parties mutually agree otherwise.

8.2. Arbitration. Any claim, dispute or other matter in controversy arising out of or related to this Agreement, or the performance or breach hereof, will be decided by arbitration in accordance with the rules of the American Arbitration Association. Notwithstanding the foregoing, a party may submit any claim for injunctive relief, including, without limitation, a decree of specific performance, to a court of law to be resolved by legal or equitable proceedings subject to the provisions of Section 16 of this Agreement.

8.2.1. Arbitration Procedure. For any matter subject to this arbitration provision in which the amount in controversy is \$100,000.00 or more, three (3) arbitrators will be selected in accordance with the American Arbitration Association Rules, at least one of whom shall be an attorney. For any matter subject to this arbitration provision in which the amount in controversy is less than \$100,000.00, there shall be one (1) arbitrator selected in accordance with the American Arbitration Association rules. The arbitrator(s) will complete hearings and render a decision on the earlier of the date required by the rules governing the arbitration or the date 180 days after their appointment. The arbitration will be conducted either in Hill County, Montana, or at a location mutually agreeable to the parties. In addition to such discovery that may be ordered in the discretion of the arbitrator(s), at least 30 days prior to the hearing, the parties will exchange documents relevant to the claims and defenses of the parties, a detailed itemization of

damages, identification of witnesses, and any reports of experts who are expected to testify or, if there are no reports, summaries in reasonable detail of their expected testimony.

8.2.2. Arbitration Decision. The arbitrator(s) are to decide only the issue(s) presented to them and will not vary the terms of this Agreement. The arbitrator(s) shall have the authority to order specific performance by either or both parties of their duties and obligations in this Agreement. The arbitrator(s) shall be authorized to award to the prevailing party its reasonable legal fees and costs incurred to prosecute or defend the claims that are the subject of the arbitration. The decision and award of the arbitrator(s) will be final and binding, unless modified, set aside, or appealed based upon the standards set forth in the Montana Uniform Arbitration Act (Mont. Code Ann. §§ 27-5-111, et seq.).

Section 9. Warranties and Representations.

9.1. Of Shelby. Shelby hereby warrants and represents to the Authority that (i) it has the power and authority to execute and deliver and perform its covenants, obligations and agreements contained in, this Agreement; (ii) its governing body has taken all action necessary to authorize the execution, delivery and performance of this Agreement; (iii) the execution, delivery and performance of this Agreement will not constitute a violation of or default under any of its governing documents or any agreement, order, decree, law, rule or regulation to which it is a party or by which it is bound, or result in the creation of any lien or security interest on or in any assets or property except for any such lien or security interest created pursuant hereto; and (iv) this Agreement is a legal and binding obligation of Shelby enforceable against it in accordance with its terms.

9.2. Of the Authority. The Authority hereby warrants and represents to Shelby that (i) it has the power and authority to execute and deliver and perform its covenants, obligations and agreements contained in, this Agreement; (ii) its governing body has taken all action necessary to authorize the execution, delivery and performance of this Agreement; (iii) the execution, delivery and performance of this Agreement will not constitute a violation of or default under any of its governing documents or any agreement, order, decree, law, rule or regulation to which it is a party or by which it is bound, or result in the creation of any lien or security interest on or in any assets or property except for any such lien or security interest created pursuant hereto; and (iv) this Agreement is a legal and binding obligation of the Authority enforceable against it in accordance with its terms.

Section 10. Assignment.

No assignment of the rights, duties or obligation under this Agreement shall be made by either party without the express written approval of the other party. Any attempt at assignment in violation of this Section shall be void. The Authority shall not approve any assignment to any entity unless and until the entity to which it is proposed that this Agreement be assigned has established to the satisfaction of the Authority its ability to satisfy the obligations hereunder.

Section 11. Waiver of Breach.

Waiver of breach of any term or provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision. In addition, waiver of any provision, obligation or duty as provided in this Agreement shall not constitute a waiver of a future breach.

Section 12. Notices.

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, and shall be sent by certified or registered mail, postage prepaid, return receipt requested to the below listed address, or as otherwise specified in writing from time to time by the parties:

If to Authority: North Central Montana Regional Water Authority
General Manager
P.O. Box 2456
Havre, MT 59501

With a copy to:

Steve Wade
Browning, Kaleczyc, Berry & Hoven, P.C.
P.O. Box 1697
Helena, MT 59601
406-443-6820

If to City of Shelby: Mayor
City of Shelby
112 1st Street South
Shelby, Montana 59474

Section 13. Severability.

In the event any term or provision of this Agreement is rendered invalid or unenforceable by any law, rule or regulation, or declared null and void by any court of competent jurisdiction, the remainder of the provisions of this Agreement shall remain in full force and effect.

Section 14. Term of Agreement.

This Agreement shall remain in effect for forty (40) years unless earlier terminated by the Authority. The Parties may mutually agree to extend this Agreement.

Section 15. Headings.

The headings of Sections contained in this Agreement are for reference purposes only and should not effect in any way the meaning or interpretation of this Agreement.

Section 16. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for a judicial action arising out of or related to this Agreement shall be in Hill County, Montana.

Section 17. Amendments.

The provisions of this Agreement pertaining to the rates and charges to be paid by Shelby are subject to modification as set forth herein. Any rate increases sought by the Authority shall be subject to the adoption of an ordinance or resolution adopted pursuant to applicable Montana law in which Shelby is provided notice of such action and the opportunity to make comment thereon as provided by Montana law. All other provisions of this Agreement may be amended only by a written instrument executed by the parties hereto.

190501 DRAFT

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

AUTHORITY:

North Central Montana Regional Water Authority

By: _____

Title: _____

Date: _____

Attest:

By: _____

Date: _____

City of Shelby

By: _____

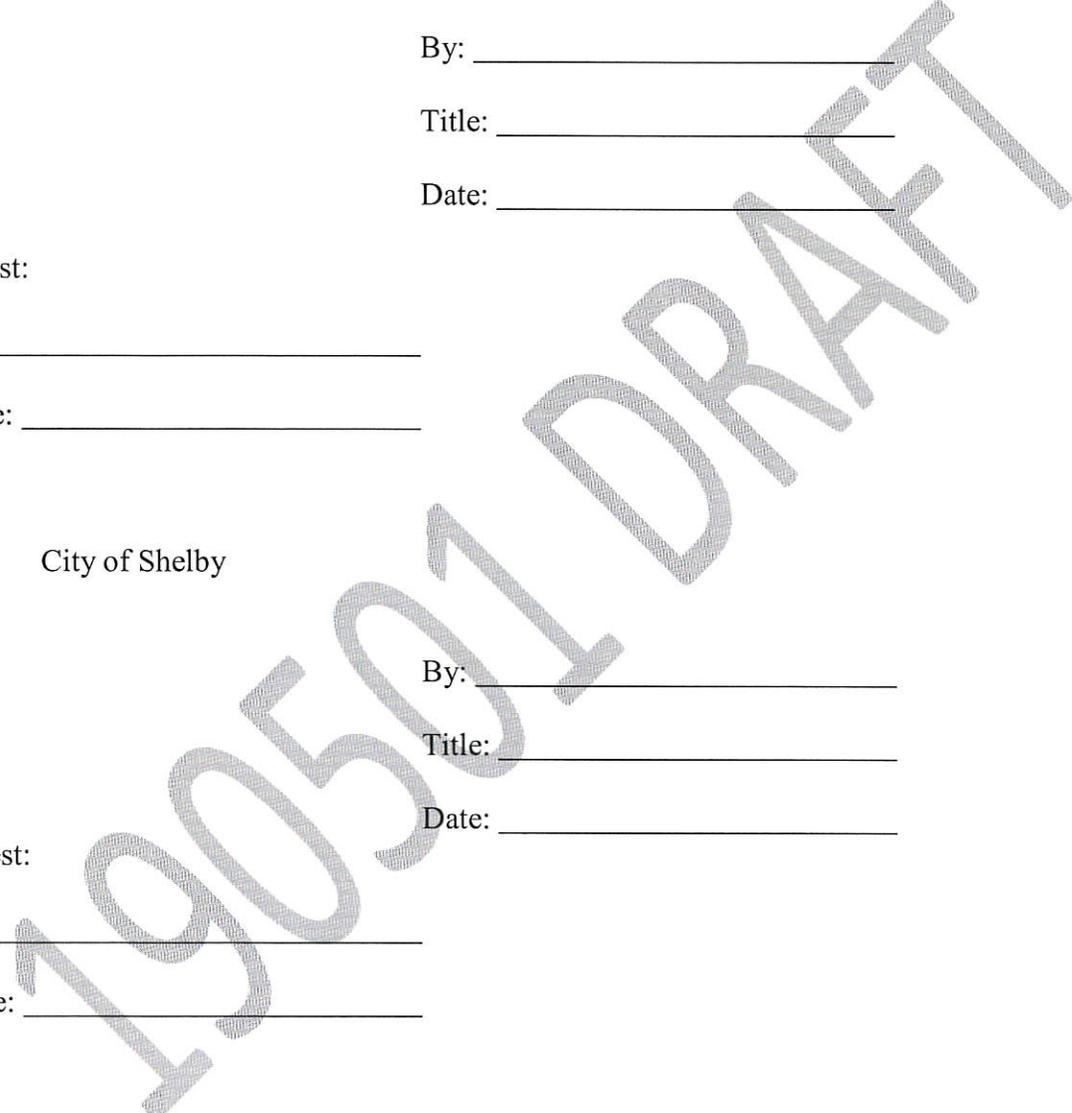
Title: _____

Date: _____

Attest:

By: _____

Date: _____



ORDINANCE NO. 838

AN ORDINANCE AMENDING THE CITY'S NOTICE OF VIOLATION PROCEDURE UNDER TITLE 4, CHAPTER 6, SUBPART 6 ABATEMENT AND MITIGATION OF PUBLIC NUISANCE.

WHEREAS, the current City of Shelby's ordinances require that the City provide notice to a property owner subject to 4-6-6 S.M.C. by certified mail; and

WHEREAS, providing notice by certified mail to a person requires identifying the property owner and the property owner's mailing address; and

WHEREAS, it is often difficult to determine a property owner and locate said property owner due to the property being abandoned or vacated; and

WHEREAS, the City desires to allow for other methods of providing notice to property owners who, after a reasonable search of public records, cannot be determined and/or located.

THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SHELBY, MONTANA THAT CERTAIN PARTS OF 4-6-6 S.M.C. BE STRICKEN AND OTHER PARTS BE ADDED AS FOLLOWS:

4-6-6: ABATEMENT AND MITIGATION:

The abatement or mitigation of conditions which constitute a public nuisance prohibited by this chapter shall be accomplished under the provisions of this section.

A. Upon its own initiative, or within thirty (30) days of receiving a written, signed complaint that a condition of community decay exists, the department shall inspect the subject property to determine whether there is a violation of this chapter.

B. If it is determined that there is a violation of this chapter, the department shall notify the owner, manager or lessee of the property, or other responsible party as required by this ordinance ~~in writing of the violation by certified mail, return receipt, and order its abatement or mitigation within thirty (30) days of their receipt of the letter.~~ The notice of violation shall:

1. Include a statement specifically describing the violation;

2. Specify that the owner, manager, or lessee, or other responsible party has thirty (30) days from the receipt of such notice to bring the property into compliance, or to submit a corrective action plan to comply with this chapter by means of removal, shielding or mitigation of the conditions; and

3. Advise the owner, manager, or lessee, or other responsible party that if the violation is not resolved, the city of Shelby may undertake abatement or mitigation and assess the costs to the owner.

4. If the owner, manager or lessee of the property, or other responsible party can be reasonably determined and located, then the department shall notify that person or those persons by certified mail, return receipt requested. If the owner, manager or lessee of the property, or

other responsible party cannot be determined after a diligent search of public records, then the Mayor may authorize the department to give notice of the violation by prominently posting a notice on or near the property and publishing a notice in a local newspaper once a week for 2 consecutive weeks. The last date of publication shall be not less than 5 days prior to any action taken by the city of Shelby. The notice shall include the name of the last known owner, legal description and commonly known address of the property, and description of the violation. The notice shall also state that if the violation is not resolved within 30 days of the date of first publication, the city of Shelby may undertake abatement or mitigation without further notice and assess the cost to the last known owner of the property.

C. Upon receipt of a notice of violation, the owner, manager, or lessee, or other responsible party, may submit a plan to the department which shall include:

1. A complete description of the plan to be undertaken.

2. The date for commencement of the corrective action.

3. The date for completion of the corrective action. An extension may be granted at the discretion of the department.

D. The department may accept or reject the plan, accept the plan with modifications, or request additional information before making a final determination.

E. The owner, manager, or lessee, or other responsible party may appeal the department's final decision according to the procedure set forth in section 4-6-7 of this chapter. (Ord. 808, 9-4-2012)

FIRST, passed and approved by the Council of the City of Shelby, Montana this 6th day of May, 2019.

GARY W. McDERMOTT, Mayor

Attest:

JADE GOROSKI, Finance Officer

FINALLY, passed and approved by the Council of the City of Shelby, Montana this 20th day of May, 2019.

GARY W. McDERMOTT, Mayor

Attest:

JADE GOROSKI, Finance Officer

CITY OF SHELBY

PAYROLL EXPENSE BY DEPARTMENT - 4/2019

CITY HALL	27,477.53
ELECTED OFFICIALS (Mayor & Council)	8,914.79
PARK & RECREATION	1,829.22
PUBLIC WORKS	55,068.97
VOLUNTEERS (Animal Shelter & Firemen)	144.71
- Workers Comp expense only	
TOTAL PAYROLL EXPENSE	\$ 93,435.22

Payroll, Reports, Payroll Register, Preview, Pay Date: whole month, Select a Group: Yes, check Select by Dept box ,double click on individual department (City Hall, Elected, Park & Rec, Public Works and Volunteer), Sequence: Dept/Emp, Enter Total Payroll Expense (Gross Pay + Employer Contributions) above



American Roofing
Commercial Solutions

American Roofing LLC
997 Blue Slide Rd
Thompson Falls, MT. 59873
406-282-1952 / 832-814-7076

BID PROPOSAL
APRIL 19, 2019
INVOICE # 18272

EXPIRATION DATE: JUNE 30, 2019

BUILDING: Swimming Pool
LOCATION: 105 12th Ave N.
Shelby, MT. 59474

The project can be completed in 1 week depending on the weather.

SALESPERSON	JOB	APPROXIMATE SQFT
James Doherty (Conklin certified roofer)	Foam and Coating	6,820 sqft (Tar & Gravel roof)

DESCRIPTION	PRICE	TOTAL
#1. Remove stones and loose debris from roof surface, power wash with cleaning agent.		
#2. Remove all brackets and obsolete pipes.		
#3. Remove and repair all areas that are damaged and wet with new insulation board. (Not to exceed three 4x8 boards)		
#4. Apply 2 inches of sprayed on 2lbs roof foam over complete surface (including covering the 3 large metal protrusions).		
#5. Apply one coat of Benchmark undercoat at 1.9 gallons per 100 sqft.		
#6. Apply White Puma XL Coat at approximately 1.9 gallons per 100 sqft.		

Price per sqft \$4.95

Roof foam and coating included in this bid is for the main building area of 100x62
Roof system has high reflectivity meeting Energy Star ratings, and UL-790 Class A Fire rating.
Manufactures material warrant against leaks for a period of 12 years.
Warranty is non-prorated and covers materials.
Building owner shall supply water and electrical power as needed.

An 18 year warranty is available through the roofing supply manufacture for an additional 30 cent per sqft. If interested, this must be applied for in advance of starting the job.

SUBTOTAL \$33,759



SALES TAX ON MATERIALS 0

TOTAL \$33,795

Thank you for your business.

This is a proposal on the built-up tar and gravel roof square footage named, subject to the conditions noted below: All liquid applied products used are Conklin Materials and are guaranteed to be as specified. All work shall be completed according to standard manufacture practices. Any alteration or deviation from above specifications shall be agreed to in written form and may incur additional cost to customer. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner shall carry fire, and other necessary insurance pertaining to the building. American Roofing will carry it's own Liability insurance.

Total price..... \$33,795
Upon signing of contract pay 50%.....\$16,897.50
Upon completion pay remaining 50%.....\$16,897.50

Contractor hereby agrees to all specifications and terms set forth.

_____ Date: _____
American Roofing LLC City of Shelby, MT

Acceptance of Proposal: The above specifications, conditions and payment schedule are satisfactory and are hereby accepted. Contractor is hereby authorized to complete the work as specified.

Sign: _____ Print: _____ Title: _____ Date: _____

Sign: _____ Print: _____ Title: _____ Date: _____



There are several areas in this picture that may be the cause of roof leaks. Our monolithic roofing system is guaranteed to completely water proof and eliminate all water leaks.

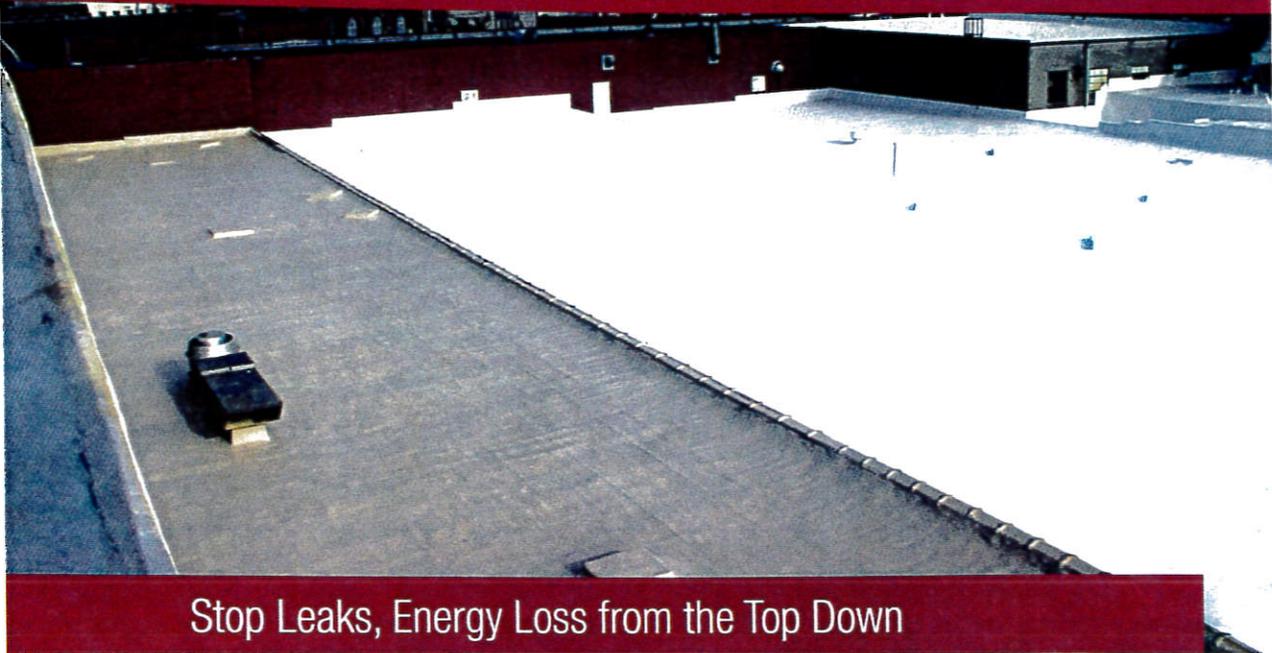


Metal protrusions to be foamed



All old brackets will be removed

Conklin Spray Polyurethane Foam Roofing System



Stop Leaks, Energy Loss from the Top Down

Conklin's Spray Polyurethane Foam (SPF) System is a seamless barrier that insulates and waterproofs your roof to save energy costs. Conklin's SPF System will deliver all these benefits on a new or restored roof for years to come.

- Stops leaks.
- Increases energy efficiency and lowers utility expense with a cool, white, reflective surface and an insulation value of R-6.5 per inch of thickness.
- Stops lateral water movement with the foam's closed cell structure.
- Simplifies repairs – most damage can be fixed with a caulk gun and coating.
- Extends the life of your roof.

SPF Foam insulates interior walls, too

Seal your entire building's envelope by applying Conklin's SPF System to your roof AND interior walls. This will multiply the insulation benefits of the roof and envelope.

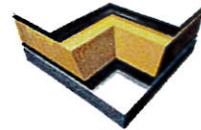


Photo courtesy of BASF

Recommended for application over these surfaces:

- BUR/Mod-Bit
- Concrete
- Metal
- Wood
- Composite Decking



Professional Application of a Conklin SPF Roofing System



1. Prepare roof surface per specification.
2. Apply SPF with a minimum thickness of one inch.
3. Coat foam surface with appropriate Conklin coating system.

A White Conklin Roof is the Smartest Way to Stay in the Black

Reduce cooling expense by up to 30%

The average roof absorbs a large portion of the sun's ultraviolet rays as heat. Conklin's white SPF roofing system reflects 85% of the sun's heat, cooling your building and saving you as much as 30% in air conditioning costs.

Recoup your costs

A great return on investment is another important reason to install Conklin's SPF Roofing System. Many satisfied building owners discover that a Conklin roof pays for itself during the warranty period in lower air conditioning costs. Federal tax rebates, tax credits and deductions may also offset your investment. Check with your local utility company, tax advisor, and www.energystar.gov for additional details.

Look forward to years of trouble-free protection, low maintenance

Conklin SPF Roofing Systems provide leak-free protection and exceptional energy savings for years. They maintain maximum reflectivity and energy savings because their surfaces are resistant to dirt and discoloration. Annual or bi-annual cleaning is all that's needed to keep them white.

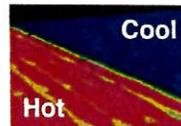
Your Conklin Roofing Contractor will inspect your roof and advise you of the best Conklin system for your building.

Eliminate future roof tear-offs

Years from now, when it's time to renew the superior protection of your Conklin roof, a simple recoat will do the job. In most cases, multiple recoats can be done for the entire life of your roof, saving you the expense of a new roof. With your recoat, our material warranty may also be extended.

Enjoy peace of mind with our Warranty Program

Conklin's optional warranty program includes a non-pro-rated material warranty.



Conklin's highly-reflective roof systems have been providing quality solutions to the roofing market since 1977.



Learn more about Conklin Roofing Systems by contacting the Conklin Contractor below for a roof inspection and a quote.

Rowell Spray Systems

Kevin Montana

City of Shelby
112 1st ST South
Shelby, MT 59474

26 Kevin Hwy Kevin, MT 59454
8553700547
rowellspray@northermtel.net

4/29/2019

Estimate

43622

Rowell Spray Systems requires 50% down payment at start of job and remaining balance upon completion of job.

Project/Job
Swimming Pool

Description	Qty	Cost	Total
<p>Sweep gravel off roof. Remove any saturated areas. Then we will apply 1 1/2" to 2" Gaco Western 3lb Urethane Roofing Insulation to entire roof deck. Then we will apply S4200 white silicone coating to entire foamed area.</p> <p>This systems is seamless, lightweight, and comes with a 5 year leak proof warranty.</p>		40,221.25	40,221.25
Estimate is valid for 30 days		Total \$40,221.25	

Building codes require all cellular plastic foams be covered by an approved thermal barrier.

Jade Goroski

From: Tiffany <rowellspray@northerntel.net>
Sent: Monday, April 29, 2019 1:10 PM
To: Jade Goroski
Subject: Estimate 43622 from ROWELL SPRAY SYSTEMS INC
Attachments: Est_43622_from_ROWELL_SPRAY_SYSTEMS_INC_7820.pdf

Jade,

Here is the estimate for the swimming pool roof. If you have any questions please let me know.

We look forward to working with you.

Thank You,
Tiffany Rowell

ROWELL SPRAY SYSTEMS INC
406-337-2830
406-450-0431

Proposal

ALL SEASON HEATING & AIR CONDITIONING, LLC

Box 870
Shelby, Montana 59474
(406)-434-7990 Office
(406) 434-7085 Fax

PROPOSAL SUBMITTED TO: City of Shelby		PHONE: Work Luis: 750-2952	DATE: 4/19/2019
STREET:		JOB NAME: Shelby Pool Exhaust System	
CITY-STATE and ZIP CODE:		JOB LOCATION	
ARCHITECT: luis@3rivers.net	DATE OF PLANS:	Lance: 450-8051	JOB PHONE:

We hereby submit specifications and estimates for:

Base Bid:

We propose to furnish and install a exhaust sytem for the main pool area including: demo/salvage of existing exhaust unit/duct to wall/louver through wall, frame in opening from louver to fit new outdoor wall mounted exhaust fan, mount fan/backdraft damper, hangers, install (1) exhaust main down west wall of pool with (2) saddle taps up high and (3) to run down wall to 12" off finished floor, seal duct, install (1) motorized damper for intake air including duct transition and elbow (reuse existing north end louver)(see alternate to run intake air to east wall for better air flow, duct fabrication, labor, startup, cleanup, permits, and all materials to complete this scope of work.

**Farron (Premier Electric) will wire in new fan/motorized damper/humidistat using most of the existing conduit and wire from the existing system under this bid.

Total Bid= **\$17,050.00**

****See drawing and specs for more information on install.**

Base Bid plus Alternate #1:

Base bid plus fabrication/install of duct across north wall for better air flow across pool (depends on windows).

Total Base + Alt #1= **\$19,525.00**

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Mark option you want above, sign, and return with payment if you accept this bid. _____ dollars. ()

payment to be made as follows:

Half Down, Pay in Full Upon Completion.

Please sign, and return with payment if you accept this bid.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature



Peder Underdal

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

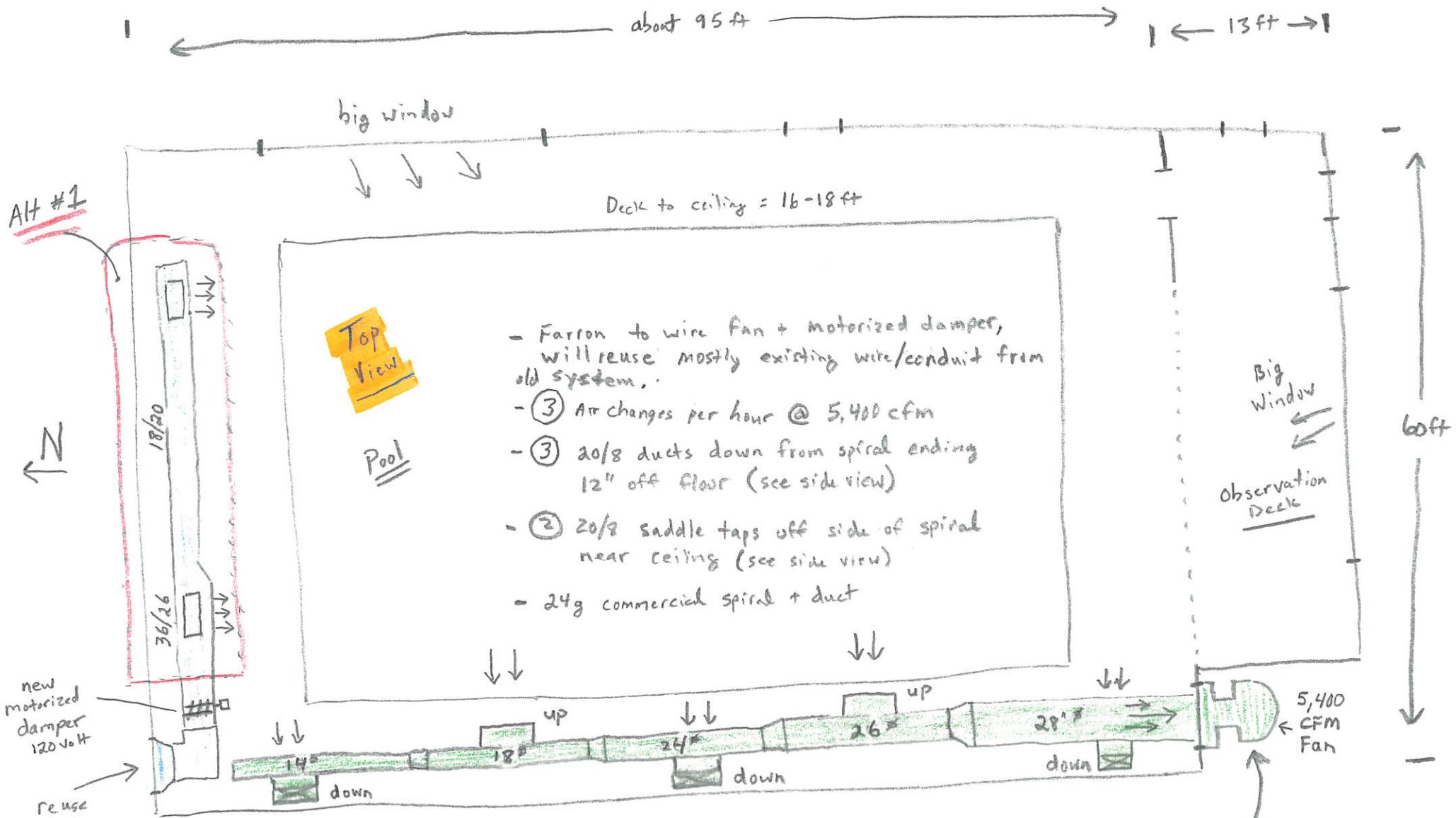
Signature _____

Signature _____

Date of Acceptance: _____

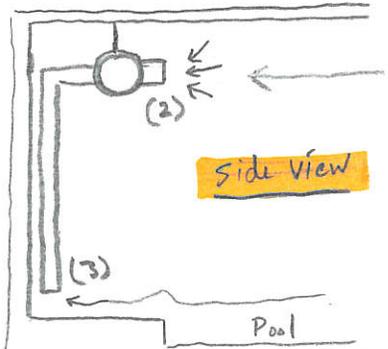
* If we come in under what a bid, All Season will amend the final bill to reflect the credit. Peder

Shelby Pool Exhaust



- Farron to wire fan + motorized damper, will reuse mostly existing wire/conduit from old system.
- ③ Air changes per hour @ 5,400 cfm
- ③ 20/8 ducts down from spiral ending 12" off floor (see side view)
- ② 20/8 saddle taps off side of spiral near ceiling (see side view)
- 24g commercial spiral + duct

new motorized damper 120 volt
reuse existing louver



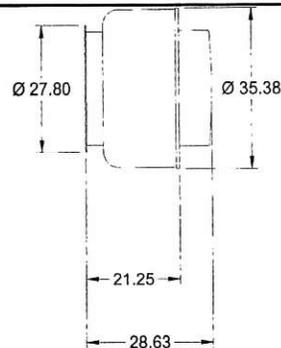
Side View

- outside Air duct (air into building)
- exhaust duct (air out of building)

Take out existing louver, frame in hole to fit new outdoor sidewall exhaust fan.
208/230/3 phase
17/17 backdraft damper

Model: CW-200-B

Direct Drive Centrifugal Sidewall Exhaust Fan

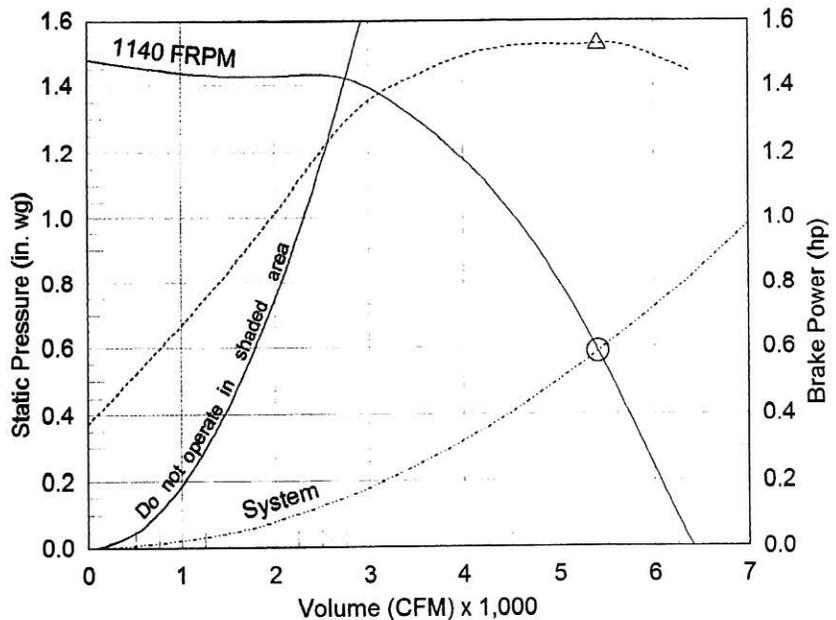


Dimensional	
Quantity	1
Weight w/o Acc's (lb)	170
Weight w/ Acc's (lb)	178
Max T Motor Frame Size	184
Optional Damper (in.)	17 x 17
Wall Opening (in.)	17.5 x 17.5

Performance	
Requested Volume (CFM)	5,000
Actual Volume (CFM)	5,408
Total External SP (in. wg)	0.585
Fan RPM	1140
Operating Power (hp)	1.52
Elevation (ft)	3,707
Airstream Temp.(F)	70
Air Density (lb/ft3)	0.065
Tip Speed (ft/min)	6,379
Static Eff. (%)	33

Motor	
Motor Mounted	Yes
Size (hp)	2
Voltage/Cycle/Phase	208/60/3
Enclosure	ODP
Motor RPM	1140
Windings	1

OVERALL HEIGHT MAY BE GREATER DEPENDING ON MOTOR.



- △ Operating Bhp point
- Operating point at Total External SP
- Fan curve
- - - System curve
- - - Brake horsepower curve

Static Pressure Calculations

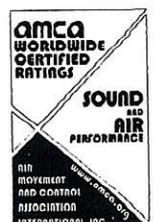
External SP	0.5 in. wg
Direct Drive RPM Adjustment	0.085 in. wg
Total External SP	0.585 in. wg

Sound Power by Octave Band

Sound Data	62.5	125	250	500	1000	2000	4000	8000	LwA	dBA	Sones
Inlet	80	84	90	80	73	74	70	63	84	73	22

Notes:

All dimensions shown are in units of in.
*Please consult factory for actual motor amp draw
LwA - A weighted sound power level, based on ANSI S1.4
dBA - A weighted sound pressure level, based on 11.5 dB attenuation per Octave band at 5 ft - dBA levels are not licensed by AMCA International
Sones - calculated using AMCA 301 at 5 ft



Model: CW-200-B

Direct Drive Centrifugal Sidewall Exhaust Fan

Standard Construction Features:

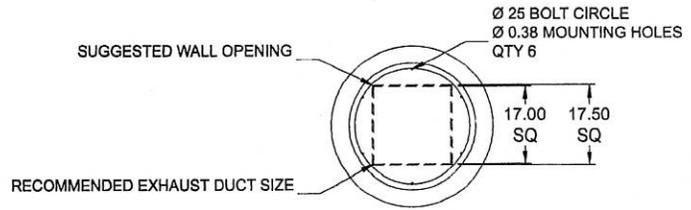
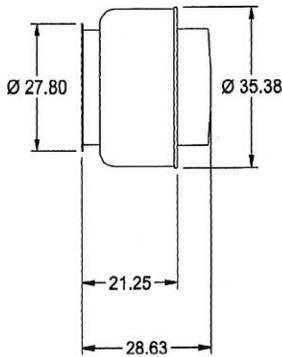
- Aluminum housing - Backward inclined composite (sizes 60-95) or aluminum (sizes 99-300) wheel - Removable mounting plate - Birdscreen mounted to the discharge perimeter - Ball bearing motors (sizes 85-200 and all Vari Green), sleeve bearing motors (sizes 60-80) - Motors isolated on shock mounts - Corrosion resistant fasteners

Selected Options & Accessories:

UL/cUL 705 Listed - "Power Ventilators"
Switch, NEMA-1, Toggle, Shipped with Unit
Junction Box Mounted & Wired
Damper Shipped Loose, WD-330-PB-17X17, Gravity Operated, Not Coated
Birdscreen: Aluminum
Unit Warranty: 1 Yr (Standard)

Assembly Drawing

Type: Direct Drive Centrifugal Sidewall Exhaust Fan



DUCT DIMENSIONS ARE LARGEST POSSIBLE DUCT TO FIT THROUGH CURB.
CONSULT SYSTEM DESIGN ENGINEER FOR RECOMMENDED DUCT SIZE.

OVERALL HEIGHT MAY BE GREATER DEPENDING ON MOTOR.

Notes: All dimensions shown are in units of in..

VCD-40 Extruded Airfoil Blade Volume Control Damper

APPLICATION & DESIGN

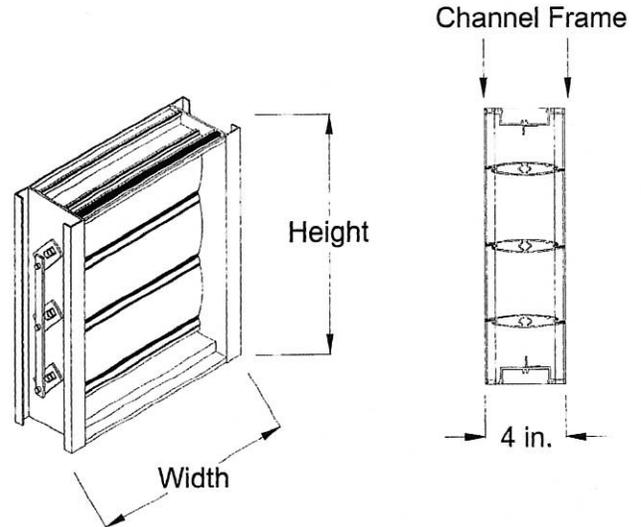
The VCD-40 is a low leakage high performance control damper with extruded aluminum airfoil blades. The blades are completely contained within the frame allowing the damper to be directly mounted to a louver, filter frame or similar application with no blade interference. Smooth profile extruded aluminum airfoil blades insure the lowest resistance to airflow in HVAC systems.

RATINGS

Pressure: Up to 6 in. wg - pressure differential
Velocity: Up to 6,000 ft/min
Leakage: 4 CFM @ 4 in. wg or
2 CFM @ 1 in. wg
Temperature: Up to 250 F

PRODUCT DETAILS

Frame Type: Channel
Frame Thickness: 0.125 in.
Material: Aluminum
Blade Action: Opposed
Blade Seal Material: TPE
Axle/Linkage Material: Steel
Axle Bearings: Synthetic
Jamb Seal Material: Stainless Steel
Damper Temp. Rating: 180 F
Jackshafting: No Preference
Actuator Sizing: Default SqFt
Sizing: Nominal



ACTUATOR INFORMATION

Actuator Type: 120 VAC
Actuator Mounting: External
Actuator Location: Left Side
Operating Mode: TwoPosition
Actuator Operation: Spring Return
Fail Position: Closed
NEMA Enclosure: 4
Auxiliary Switches: No

- Width and height furnished approximately 0.250 in. undersize.
- Installation instructions available at www.greenheck.com.

CODES APPROVED

IECC (International Energy Conservation Code) compliant
The AMCA Certified Ratings Seal applies to Air Performance



OPTIONS & ACCESSORIES

Union Label: No Preference

SUMMARY

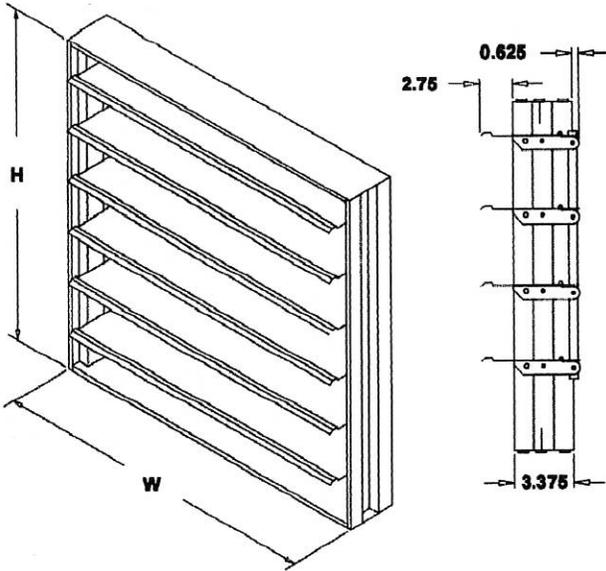
ID #	TAG	QTY	Width	Height	CONFIGURATION			
					Drive Arrangement: Drive- CC-21-1FEL-1 Act. Orientation: N/A	Actuator Mfr: Belimo	Actuator Model: AFBUP	Actuator Qty: 1
1-1		1	72.000 in.	36.000 in.				

Vertical Mount Exhaust Damper

Model: WD-330

Standard Construction Features:

- Model WD-330 is a vertical mount exhaust damper and is constructed of galvanized steel with pre-punched mounting holes - Damper blades are 0.025 in. roll formed aluminum with vinyl seals on the closing edge - Steel axles are 0.188 in. diameter zinc plated steel - Nylon type bushings



Damper Configuration:

ID #:	Tag:	Quantity:	W (in.):	H (in.):	Act Qty:	Actuator Model:
2	Fan	1	17	17	0	

Notes: All dimensions shown are in units of in.
Width And height furnished approximately 0.125 in. undersize

Damper Drive Arrangements Job Summary -Start-

Drive Arrangement: Drive-CC-21-1FEL-1



Damper Drive Arrangements Job Summary -End-

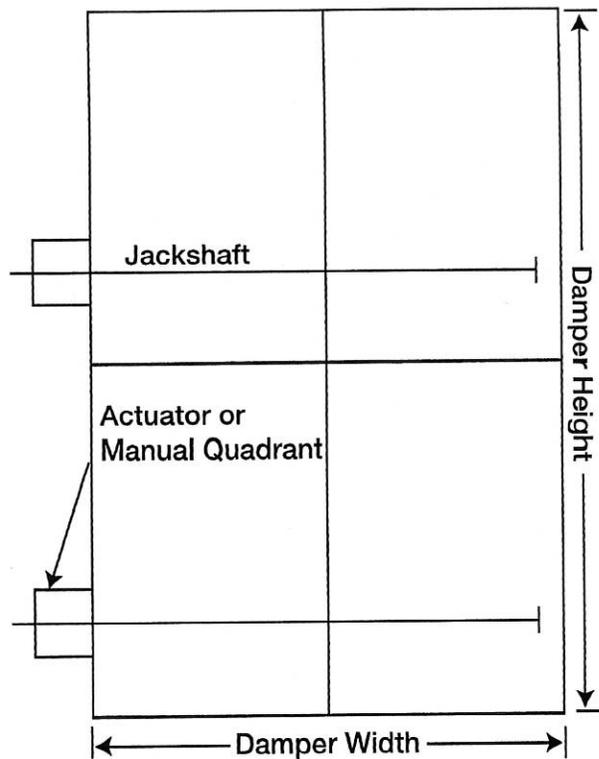
Drive Arrangement Definition

On multi-blade dampers (except vertical blade and Face & Bypass), they are given a drive arrangement code that helps describe the construction of the damper. The following breaks down what each number and letter represents.

22-2FEL-2

① ② ③④ ⑤ ⑥ ⑦

- ① Number of sections wide
- ② Number of sections high
- ③ Number of actuators or manual quadrants
- ④ Who supplies the actuators or manual quadrants
F - Factory
C - Customer Supplied (field mounted)
- ⑤ Actuator or manual quadrant mounting
E - External
I - Internal
B - Both internal and external
- ⑥ Actuator or manual quadrant location
L - Left hand drive
R - Right hand drive
B - Both right and left
- ⑦ Number of jackshafts



Vertical blade and face & bypass dampers are given a configuration ID number that helps describe the construction of the damper. See the following examples:

Model	Drive Arrangement Prefix
AMD-23, 33, 42	AMD
AMD-42V	VB
DFD-210, 230; DFDAF-310; DFDAF-330; SEDFD-210	MLS
FBH & FBV	FB
FSD, OFSD, CFSD, SMD, SEFSD, SSFSD, SESMD, SSSMD series (except vertical blade models)	MLS
FSD-311V, SMD-301V	VB
GFSD series	GFSD
ICD series	CC
IMO series	MLS
MBD-15 & VCD series (except vertical blade models)	CC
VCD-xxV (vertical blade models)	VB

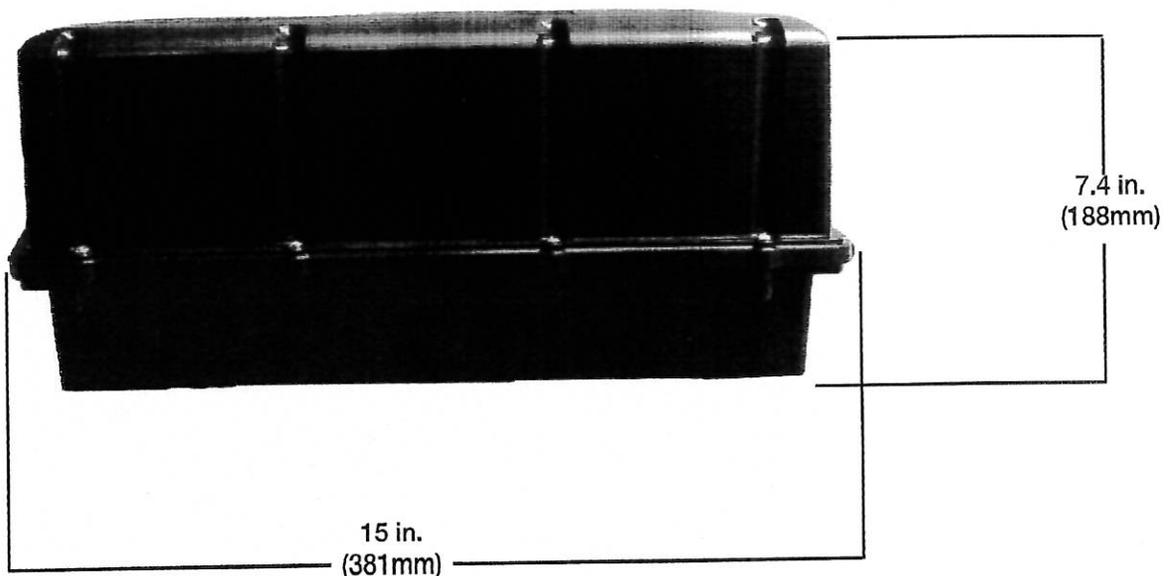
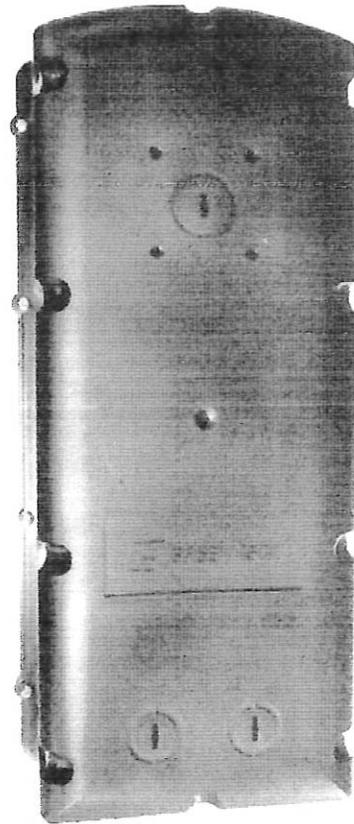
Nema 4/4X Enclosure

Nema 4 enclosure are constructed for either indoor or outdoor use to provide protection against falling dirt, rain, sleet, snow, windblown dust, splashing water, and hose directed water.

Nema 4X enclosure includes all NEMA 4 protection plus corrosion protection.

Nema 4/4X enclosure is designed to be used on Belimo, Siemens or Honeywell direct drive actuators. This enclosure can be used on internal or external mount actuators.

Temperature: Maximum 200°F (93°C)





Enclosures with very high sensible loads, or single-story spaces with high dehumidification loads or air volume (such as therapy pools), can require more air changes to provide an acceptable supply air temperature.

Room volume

$$95 \times 60 \times 16 = 91,200 \text{ cu ft}$$

$$4 \text{ ACH} = 91,200 / 15 \text{ min} = 6080 \text{ cfm}$$

DETERMINING THE SUPPLY AIR DELIVERY RATE

The supply air delivery rate that provides the ventilation, air distribution, dehumidification, and heating and cooling requirements of these spaces is defined by ASHRAE in air changes per hour (ACH), which can also be converted to cubic feet per minute (cfm).

$$\text{Supply air delivery rate in cfm} = (\text{Room volume in ft}^3 \times \text{Number of air changes/hr}) / 60 \text{ min/hr}$$

The total amount of supply air delivered to a pool space includes outdoor air and recirculated air.

$$\text{Supply air delivery rate} = \text{Outdoor air} + \text{Recirculated air}$$

Note: The amount of outdoor air required to maintain a healthy and non-corrosive indoor environment is explained starting on page 8.

Start with a supply air delivery rate of 6 air changes per hour

To meet air distribution requirements, ASHRAE recommends a supply air delivery rate of 4-6 ACH for recreational pools and 6-8 ACH for competition pools with spectators. Innovent recommends starting with a supply air delivery rate of 6 ACH. If you are confident that the air distribution requirements can be met with less than 6 ACH, this amount can be reduced to a minimum of 4 ACH for recreational pools.

Adjust supply air delivery rate to meet temperature requirements

Enclosures with very high sensible loads (such as facilities with large amounts of glass in the enclosure), or single-story spaces with high dehumidification loads or air volume (such as therapy pools) can require more air changes to provide an acceptable supply air temperature. This is especially important for occupants wearing wet bathing suits who could become chilled when out of the water.

Therapy pool water temperatures are often above 90 °F (32.2 °C), which normally requires a high space temperature (max. 86 °F [30 °C]) to keep swimmers comfortable and reduce water heating and chemical treatment costs. However, there are often clothed occupants in pool therapy spaces that would be too warm in an 86 °F (30 °C) space. A compromise is designing for a space temperature of 84 °F (28.8 °C) with a higher air change rate to help keep clothed occupants more comfortable.

Fri, 11:36 pm

Folders

 INBOX (1)

 Drafts

 Sent

 Trash [Purge](#)

Calendar

<	April						>
	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30					

Viewing a text attachment - [View message](#)

[View Unsafe Images](#) | [Download this as a file](#)

Luis

See attachment and comments from Curt below. We have decided to go with 4 air changes per hour instead of 3.

I'll keep the price the same since it is not much of a material difference and the labor will be the same. Call me if you have questions

Thanks
Peder

----- Forwarded message -----

From: Curt <curt@soundairinc.com>

Date: Fri, Apr 19, 2019 at 1:54 PM

Subject: Ventilation-and-air-distribution-in-indoor-aquatic-facilities.pdf

To: Peder Underdal <punderdal@gmail.com>

Page 3 recommends

6080 cfm. We could increase the fan to 6080 cfm and increase the duct a couple of inches and we'll be good.

Jade Goroski

From: James Slayton <James.Slayton@kljeng.com>
Sent: Thursday, April 25, 2019 3:58 PM
To: Lorette Carter <shbcdc@3rivers.net> (shbcdc@3rivers.net)
Cc: Jade Goroski; Gary McDermott
Subject: FW: Humic water extension
Attachments: Humic Pump Station Estimate.pdf; Humic Pump Station Line design.pdf

Lorette and Jade,

Attached is the cost estimate for the power supply from Marias River Electric. This cost is not part of the construction bid. It was separated so the contractor would not mark it up. It is also not EDA eligible. It is included in our cost estimate and is part of the anticipated \$80K the city budgeted for. I would like to give MRE the go ahead to send the invoice to the City so that we can obtain the required easement. Please let me know if we can authorize the invoice or if this is something the council needs to approve.

Thanks

James Slayton PE



406-447-3349 **Direct**
406-439-0245 **Cell**
2969 Airport Road, Suite 1B
Helena, MT 59601-1201
kljeng.com



From: Ryan <ryana@mariasriverec.com>
Sent: Monday, April 08, 2019 1:33 PM
To: James Slayton <James.Slayton@kljeng.com>
Subject: RE: Humic water extension

James,

I have attached the estimate cost to build the needed distribution power line to the pump building. The estimate reflects the construction cost with a 10% adder for contingencies. The \$2,000 credit is an aid to construction MRE provides for new line extensions. This credit will be added as long as a 10 year agreement to have a continuous service at this location is signed.

MRE will construct the overhead distribution power line, provide the overhead secondary to the meter, and the electric meter. MRE does not provide the meter loop or anything beyond the meter loop. The meter pole will belong to the member after construction.

This is only an estimate. If the cost is more than this estimate the member will cover any extra cost. If the project cost is less than this estimate the member will be credited back the difference. MRE requires that the service agreement be signed, easements completed, and the invoice for construction to be paid before any work can begin. Once I get the go ahead to invoice this estimate I will send the service agreement and easement papers over.

Thank you,

Ryan Austin
Operations Superintendent
Marias River Electric Cooperative
Shelby, MT 59474
(406)434-5575

From: James Slayton <James.Slayton@kljeng.com>
Sent: Thursday, March 28, 2019 2:49 PM
To: ryana@mariasriverec.com
Subject: FW: Humic water extension

Ryan,
Can you provide me with your scope of work and the expected fee if you have it for the Humic facility?
Thanks

James Slayton PE



406-447-3349 **Direct**
406-439-0245 **Cell**
2969 Airport Road, Suite 1B
Helena, MT 59601-1201
kljeng.com



Workorder Estimate Summary

Work Order: 20194746
Revision:
Desc: Humic Pump Station
Type: New Construction
Status: Ready to Construct

Open Date: 03/26/2019
Staked By:
Rel By:
Rel Date:

Project:
Map Location:
Service Location: 0
Customer:

Tran Type:Construction

Assembly Unit Description	Rate Group	Qty/ Labor Hrs	Total Hours	Fixed Amount	Material		Labor		Total Cost	
					Cost	Overhead	Cost	Overhead		
CI.4IFX SINGLE SUPPORT NEURTRAL 10' FIBER (C9-1)	AVG	2	2.5	5	\$0.00	\$383.97	\$38.40	\$209.05	\$259.85	\$891.27
C5.2IFX SINGLE DEADEND ON 10' FIBERGLASS(C7)	AVG	2	2.75	5.5	\$0.00	\$662.82	\$66.28	\$229.96	\$285.83	\$1,244.89
E1.1L SNGL DWN GUY-HVY DUTY-PLASTIC BOLT(E1-3)	AVG	4	1.25	5	\$0.00	\$172.89	\$17.29	\$209.05	\$259.85	\$659.08
E1.5 GUY STRAIN INSULATOR (NEW)	AVG	4	1.25	5	\$0.00	\$68.51	\$6.85	\$209.05	\$259.85	\$544.26
F2.8 SNGL EYE SCREW ANCHORS 8,000# (F1-2S)	AVG	4	1.75	7	\$0.00	\$326.56	\$32.66	\$292.67	\$363.79	\$1,015.68
G3.3 3-PH TRF BNK-4 WIRE SECONDARY(G312)	AVG	1	7	7	\$0.00	\$743.12	\$74.31	\$292.67	\$363.79	\$1,473.89
H1.1 GROUNDING ASSEMBLY-GRD ROD TYPE (M2-11)	AVG	2	1.25	2.5	\$0.00	\$68.92	\$6.89	\$104.52	\$129.92	\$310.26
H5.1 GRD IMPROVEMENT ASSBLY-PLATE TYPE (M2-12)	AVG	1	1	1	\$0.00	\$22.93	\$2.29	\$41.81	\$51.97	\$119.00
K1.1 SERVICES ASSEMBLY (K14C)A	AVG	2	0.5	1	\$0.00	\$16.58	\$1.66	\$41.81	\$51.97	\$112.02
POLE 30-5 POLE 30-5	AVG	1	2.5	2.5	\$0.00	\$229.28	\$22.93	\$104.52	\$129.92	\$486.65
POLE 40-4 POLE 40-4	AVG	3	3.5	10.5	\$0.00	\$1,452.40	\$145.24	\$439.00	\$545.68	\$2,582.33
S1.01 MISC CUTOUTS & DISC SWITCH (M5-9)	AVG	3	0.75	2.25	\$0.00	\$234.62	\$23.46	\$94.07	\$116.93	\$469.09
WIRE #1/0 ACSR WIRE #1/0 ACSR	AVG	3304	0.0075	24.78	\$0.00	\$802.87	\$80.29	\$1,036.05	\$1,287.81	\$3,207.02

04/08/2019 11:43:52 AM	Workorder Estimate Summary	Page:2
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Work Order: 20194746
Revision:
Desc: Humic Pump Station
Type: New Construction
Status: Ready to Construct

Open Date: 03/26/2019
Staked By:
Rel By:
Rel Date:

Project:
Map Location:
Service Location: 0
Customer:

Assembly Unit Description	Rate Group	Qty/ Labor Hrs	Total Hours	Fixed Amount	Material Cost	Overhead	Labor Cost	Overhead	Total Cost	
WIRE 1/0QUAD-SV WIRE SRV 1/0 QUAD	AVG	21	0.0153	0.3213	\$0.00	\$27.30	\$2.73	\$13.43	\$16.70	\$60.16
Total For Construction Assembly Units:			<u>79.3513</u>	<u>\$0.00</u>	<u>\$5,212.77</u>	<u>\$521.28</u>	<u>\$3,317.68</u>	<u>\$4,123.87</u>	<u>\$13,175.60</u>	

+ 10% 1,317.⁵⁶
 = 14,493.¹⁶
 - 2,000.⁰⁰

 Total 12,493.¹⁶

A
N





VISION ZERO

zero deaths
zero serious injuries

Montana Department of Transportation

Great Falls District Office
200 Smelter Avenue NE
PO Box 1359
Great Falls MT 59403-1359

Steve Bullock, Governor
Michael T. Tooley, Director

Monday, March 25, 2019

Gary McDermott, Mayor
City of Shelby
112 1st Street South
Shelby MT 59474

Subject: Construction Agreement
9650000, CMDP STWD(676), Conrad-Shelby ADA Upgrades

I have enclosed two copies of Construction Agreements for and upcoming sidewalk ramp project in Shelby. Please sign both sets at your earliest possible opportunity. Be certain the City Clerk subscribes her name to the recitation and resolution and places the seal thereon for each agreement. Return both to me and I will return a copy to you upon execution.

If any changes are contemplated to the proposed Agreement, please contact me at (406) 454-5900 before any changes are made. If changes are made to the proposed Agreement without the Department's prior written approval, it will likely result in the Department's non-concurrence to the changes and the project being withdrawn from engineering.

Christie McOmber
Great Falls Projects Engineer
cmcomber@mt.gov

copies: Doug Wilmot, District Administrator-Great Falls

Construction and Maintenance Agreement
CMDP STWD(676)
Conrad-Shelby ADA Upgrades
UPN 9650000

This Agreement by and between the City of Shelby (City), and the Montana Department of Transportation (MDT, Department, or State), establishes the responsibilities and duties of the parties in respect to project activities on a portion of Oilfield Avenue and Main Street located within the City of Shelby, Montana.

Whereas, the construction will be accomplished through Uniform Project Number 9650000, Federal-Aid Project Number CMDP STWD(676), titled Conrad-Shelby ADA Upgrades (Project) located along U.S. Highway 2 (N-1, Main Street) from Adams Avenue to 5th Avenue; at Montana Avenue, Second Avenue (Maple Avenue) and Division Street; and on (P-67) Coyote Pass/Oilfield Avenue from the intersection of 5th Street to 7th Street; and

Whereas, State and/or Federal Highway Administration (FHWA) funds will be used to pay for the construction, the City and State must ensure that federal and state requirements are met in fulfilling its obligations to the FHWA and for the project to remain eligible for state and/or federal funding; and,

Whereas, the Project lies on the designated Primary and National Highway System under the jurisdiction of the Montana Transportation Commission and MDT as per Mont. Code Ann. 60-2-110; and,

Whereas, Congestion Mitigation and Air Quality funds (CMAQ) will be used for the construction of the project; and

Whereas, the City and MDT recognize the need to construct the Project and to duly execute this Agreement in advance of construction phase programming; and,

Whereas, the City desires to have the Project constructed, the City deeming it to be a valuable and beneficial consideration, and it will perform the functions, duties and responsibilities as set forth in Agreement;

Now, therefore, the parties agree as follows:

ARTICLE I. GENERAL OBLIGATIONS OF MDT

1. MDT will design and award a Contract to construct the Project.
2. MDT will provide the City opportunities to participate in the Project's development, including invitation to the final inspection of the project.
3. MDT will maintain the roadway surface, including pavement repair, pavement preservation, and snowplowing, and will maintain all features, including signals (if present) and non-decorative roadway lighting, within the roadway prism unless otherwise noted herein.

4. If the City does not fulfill any maintenance requirements stated herein, MDT may complete the required maintenance and seek compensation from the City. In doing so, MDT must first provide notice to the City allowing time to complete any such maintenance. If MDT performs such maintenance under this section, it must provide detailed invoices of such costs to the City.
5. For any maintenance requirements that are the obligation of the City, as stated herein, MDT may complete any maintenance required due to a public emergency and seek compensation from the City for any costs incurred. In doing so, MDT may first provide notice to the City, when possible, allowing time to complete any such maintenance. If MDT performs maintenance under this section, it must provide detailed invoices of such costs to the City.
6. MDT is the issuing authority for all future encroachment and approach permits.

ARTICLE II. GENERAL OBLIGATIONS OF THE CITY

1. The City agrees to conform in all regards to Mont. Code Ann. Title 61, Chapter 8, and will not take any action, by enacting an ordinance or otherwise, in contradiction of the traffic laws in Mont. Code Ann. Title 61, Chapter 8.
2. The City will provide appropriate and timely input during the Project's development.
3. The City will continue to enforce the ordinances, laws and/or regulations necessary and essential for the operations of the project.
4. The City, at its sole expense, will maintain the City signs installed as part of this project. For the purposes of this Agreement, "maintenance of signs", is defined as: the inspection, cleaning, repair and replacement of signs damaged through weathering, vandalism, the wind, or other means.
5. The City agrees no fixture, building, structure, or other permanent installation other than those approved by MDT shall be constructed or placed within MDT right-of-way without prior written approval from MDT.
6. Unless specified otherwise herein, the City agrees it will fund any additional costs MDT may incur on future MDT projects due to any amenities the City places in the MDT right-of-way.
7. The City agrees that any City-performed maintenance that occurs within MDT right-of-way must be reviewed and approved by the appropriate MDT District Maintenance Office prior to initiation of the maintenance.

ARTICLE III. PROJECT-SPECIFIC FEATURES

1. Sidewalks

- a. Upon completion of the Project by the State and its Contractor, the City agrees that it is responsible, at no cost to MDT, to service, maintain, repair, and pay the cost of operating the sidewalk within the project limits, such that it does not negatively impact the operation of the sidewalk or the safety of the traveling public. If all or part of the Project becomes unsafe for use, the City agrees to restrict access to the affected area until the condition has been remedied.
- b. For the purposes of this Agreement, "maintenance of a sidewalk" is defined as: grinding or milling down displacements; surface patching; crack sealing; sweeping; cleaning; washing; replacing portions of damaged sidewalk; removal of snow and ice; repair of chipped, fractured, or broken surface from any cause, including but not limited to frost heaving, landscaping, tree roots, or encroachments; removal of debris and other obstructions or impediments to safe pedestrian travel; and any and all other normally accepted maintenance practices.

ARTICLE IV. GENERAL TERMS AND CONDITIONS

1. Term – The term of this Agreement shall be ten (10) years. After the initial ten (10) year term, this Agreement will renew automatically, for successive one (1) year terms, unless superseded by a new Agreement between the parties.
2. Termination – This Agreement may be terminated by MDT if the City violates or breaches any term, condition, or article of this Agreement and the City has failed to correct (or reasonably initiate correction) within 60 days of receiving notice in writing addressed to the City's representative, of such violation or breach of any term, condition, or article of this Agreement. If this Agreement is terminated, the improvements become the property of MDT, without reimbursement. MDT will maintain the property as it sees fit and may remove the improvements without City or landowner approval. MDT may seek compensation for maintenance or removal of the improvements from the City.
3. Other Agreements – Other Agreements pertaining to the project area remain in full force and effect. In the case of a conflict between this Agreement and a previously executed Agreement, the terms of this Agreement apply.
4. Hold Harmless & Indemnification
 - a. The City agrees to protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the City's employees or third parties on account

of personal or bodily injury, death or damage to property, arising out of the acts or omissions of the City, its agents, or sub-contractors, under this Agreement, except the negligence of MDT.

- b. The State and Department of Transportation agrees to protect, defend, indemnify, and hold the City, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of MDT, its agents, or sub-contractors, under this Agreement, except the negligence of the City.

5. Insurance

- a. **General Requirements:** Each party shall maintain for the duration of this Agreement, at its own cost and expense, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the duties and obligations in this Agreement by each party, its agents, employees, representatives, assigns, or sub-contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
- b. **General Liability Insurance:** Each party shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1 million per occurrence and \$2 million aggregate per year to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this Agreement, or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Mont. Code Ann. Title 2, Chapter 9.
- c. **General Provisions:** All insurance coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each party must notify the other immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. Each party reserves the right to request complete copies of the other party's insurance policy or self-insured memorandum of coverage at any time.
- d. **Workers' Compensation Insurance:** The City must maintain workers' compensation insurance and require its contractors and its contractor's sub-contractors to carry their own workers compensation coverage while performing work within MDT right-of-way in accordance with Mont. Code Ann. §§39-71-401 and 39-71-405. Neither the contractor nor its employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.

6. Public Safety

It is agreed, if any repairs to the elements of the Project must be performed to address or prevent a public hazard, the City will immediately protect the area from public access, contact the appropriate MDT District Maintenance Office, and make reasonable and timely effort to correct or repair the hazard.

7. Invoicing and Indirect Cost (IDC)

- a. If MDT incurs any costs resulting from this Agreement, MDT shall be entitled to be compensated for such costs by the City and the City shall pay the same within thirty (30) days of its receipt of such invoices.

Mont. Code Ann. §17-1-106, requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs (IDC). These costs are in addition to direct project costs. MDT's IDC rate is determined annually as a percentage of the project's direct costs to cover the project's share of MDT's IDC as defined by 2 CFR Part 200, Appendix VII. MDT's current IDC rate is 10.49% for fiscal year 2019 (July 1, 2018 to June 30, 2019). If the work occurs or extends into fiscal year 2020 or beyond the IDC rate will be charged at the rate agreed to by MDT and the Federal Highway Administration (FHWA).

- i. Invoice will be sent to:

City of Shelby
112 1st Street South
Shelby, MT 59474

- ii. Payments shall be made to:

Montana Department of Transportation
Attention: Collections
2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001

8. Choice of Law and Venue – This Agreement shall be governed by the laws of Montana. The parties agree that any litigation concerning this Agreement must be brought in the First Judicial District Court, in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees except as otherwise noted in this agreement. In case of conflict between the terms and conditions of this Agreement and the laws of the State of Montana, the laws of the State of Montana shall control.
9. Binding Effect -- The benefits and obligations set forth in this Agreement shall be binding upon, and inure to the benefit of, their respective successors, administrators and assigns of the Parties.
10. Relationship of Parties -- Nothing contained in this Agreement shall be deemed or construed (either by the parties hereto or by any third party) to create the relationship of principal and agent or create any partnership joint venture or other association between the Parties.

11. Non-Discrimination – The City will require that during the performance of any work arising out of this Agreement the City, for itself, assignees, and successors shall comply with all applicable non-discrimination regulation set forth in Attachment “A” attached hereto and made part of this Agreement.
12. ADA - MDT requires that any construction resulting from this Agreement must include appropriate pedestrian facilities that meet or exceed current MDT standards for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessibility Design, United States Access Board Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (2011 PROWAG), and MDT’s detailed drawings, 608 series.
13. Audit – The City grants to the Legislative Auditor and the Legislative Fiscal Analysts the right, without prior notice and during normal business hours, to audit, at their own costs and expense, all records, reports, and other documents, the City maintains in connection with this Agreement.
14. Utilities -- This Agreement is subject to the right of any private or public utility entity now lawfully occupying the right-of-way to continue to operate and maintain utility facilities thereupon. Copies of existing utility permits may be obtained from the MDT District Utility Agent.
15. Amendment and Modification -- This Agreement may be modified or amended only by written Addendum signed by the parties. In addition to the terms and conditions contained herein, the provisions of any Addendum may be incorporated and made a part hereof by this reference in the terms of the amendment so provided. In the event of any conflict between the terms and conditions hereof and the provisions of any Addendum, the provision of the Addendum shall control, unless the provisions thereof are prohibited by law.
16. Representatives
 - a. City’s Representative: The City’s Representative for this Agreement shall be the City Manager or designee or such other individual as City shall designate in writing. Whenever approval or authorization from or communication or submission to City is required by this Agreement, such communication or submission shall be directed to the City’s Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when City’s Representative is not available, MDT may direct its communication or submission to other designated City personnel or agents.
 - b. MDT’s Representative: The MDT Representative for this Agreement shall be the District Administrator or Maintenance Chief or such other individual as MDT shall designate in writing. Whenever direction to or communication with MDT is required by this Agreement, such direction or communication shall be directed to MDT’s Representative; provided, however, that in exigent circumstances when MDT’s Representative is not available, City may direct its direction or communication or submission to other designated MDT personnel or agents.

17. Counterpart Execution – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS WHEREOF, MDT's authorized representative has hereunto signed on behalf of the State of Montana, and the City's authorized representative on behalf of the City, has signed and affixed hereto the seal of the City. _____

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

By _____ Date _____
Montana Department of Transportation

Approved for Legal Content

Approved for Civil Rights

CITY OF SHELBY

(Seal and Attest)

Jade Goroski
Chief Finance Officer

Gary McDermott
City Mayor

Date

Bill Hunt
City Attorney

**MDT NONDISCRIMINATION
AND
DISABILITY ACCOMMODATION NOTICE**

Montana Department of Transportation ("MDT") is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter "protected classes") by its employees or anyone with whom MDT does business:

Federal protected classes

Race, color, national origin,
sex, sexual orientation, gender identity,
age, disability, & Limited English Proficiency

State protected classes

Race, color, national origin, parental/marital
status, pregnancy, childbirth, or medical
conditions related to pregnancy or childbirth,
religion/ creed, social origin or condition,
genetic information, sex, sexual orientation,
gender identification or expression, national
origin, ancestry, age, disability mental or
physical, political or religious affiliations or
ideas, military service or veteran status

For the duration of this contract/agreement, the PARTY agrees as follows:

(1) Compliance with Regulations: The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Non-discrimination:

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. Statement that PARTY does not discriminate on the grounds of any protected classes.
 - ii. Statement that PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
 - iii. Contact information for PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.

- iv. Information on how to request information in alternative accessible formats.
- c. In accordance with Mont. Code Ann. § 49-3-207, PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that PARTY does not discriminate on the grounds of any protected class.

(3) Participation by Disadvantaged Business Enterprises (DBEs):

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at mdt.mt.gov/business/contracting/civil/dbe.shtml
- b. By signing this agreement, the PARTY assures that:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- c. PARTY must include the above assurance in each contract/agreement the PARTY enters.

(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

(5) Information and Reports: The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

(7) Pertinent Non-Discrimination Authorities:

During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

State

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

(8) Incorporation of Provisions: The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

Jade Goroski

From: McOmber, Christie <cmcomber@mt.gov>
Sent: Monday, February 25, 2019 4:19 PM
To: Jade Goroski
Subject: construction agreements

Thanks for returning my call this afternoon. You expressed that the city is not willing to assume liability for the sidewalks and expressed concerns that MMIA may have with the insurance. I will follow up with our legal. FYI – we have existing agreements in place that do ‘delegate’ the responsibility for maintenance of sidewalks along these routes to the city.
Liability is not specifically addressed.

5765 Shelby East
5770 Shelby North

SHELBY

**CONSTRUCTION AGREEMENT
STATE-MAINTAINED ROUTE**

THIS AGREEMENT is made and entered into by and between the State of Montana, acting by and through its Department of Transportation, hereinafter called the State, and the City of Shelby, a Montana municipal corporation, hereinafter called the City.

WITNESSETH THAT:

I. WHEREAS, the State proposes to construct and/or reconstruct a certain highway in and through the City, the construction being known as Federal Aid Project No's STPP 67-1(4)0 (Shelby North) and NH 1-4(31)278 (Shelby-East), and

WHEREAS, the construction will be over and upon Primary Highway 67 from RP 0.466 to 1.812 to include pavement milling, overlay, seal and cover and over and upon NHS Highway 1 from RP 278.09 to 280.02 to include pavement milling, overlay, seal and cover and improved ADA ramps, and

(9) The City shall maintain or cause to be maintained the sidewalks bordering the project.

RECEIVED
DEPARTMENT OF HIGHWAYS

CITY

90 APR 18 AM 7: 18 C O N S T R U C T I O N A G R E E M E N T

GREAT FALLS

THIS AGREEMENT, made and entered into, by and between the State of Montana, acting by and through its Department of Highways, hereinafter called the State, and the City of Shelby, a Montana municipal corporation, hereinafter called the City.

W I T N E S S E T H:

THAT, WHEREAS, the State proposes to construct and/or reconstruct a certain highway in and through the City, said construction being known as Federal Aid Project No. F 1-4(12)279, and

WHEREAS, said construction will be over and upon Main Street beginning at the intersection with Fifth Avenue and extending southeast to Station 33+78.4 near the Burlington Northern Railroad tracks, and

City.

(9) The City shall maintain or cause to be maintained the sidewalks bordering the project.

RECEIVED
DEPARTMENT OF HIGHWAYS

City

0 APR 18 AM 7: 13

C O N S T R U C T I O N A G R E E M E N T

GREAT FALLS

THIS AGREEMENT, made and entered into, by and between the State of Montana, acting by and through its Department of Highways, hereinafter called the State, and the City of Shelby, a Montana municipal corporation, hereinafter called the City.

W I T N E S S E T H:

THAT, WHEREAS, the State proposes to construct and/or reconstruct a certain highway in and through the City, said construction being known as State Project M RTF 67-1(1)0, and

WHEREAS, said construction will be over and upon the Interstate 15 Business Route beginning at the intersection with Main Street and extends north to the city limits, and

(9) The City shall maintain or cause to be maintained the sidewalks bordering the project.

Jade Goroski

From: McOmber, Christie <cmcomber@mt.gov>
Sent: Monday, February 25, 2019 5:01 PM
To: Jade Goroski
Subject: FW: City-MDT MOA Indemnity/Insurance language

Please see comments from our legal below. It would be beneficial for you to discuss concerns with the League of Cities or the MMIA rep as they could explain the background that led to this language in our agreements. The agreed language is provided below. If you find discrepancies in the language in the two agreements you have, I would be more than happy to replace the language in accordance with that agreed to below. I will give you some time to review and check back with you later.

Please call if you have any concerns – Thanks 😊

Christie McOmber, P.E.
Great Falls District Projects Engineer
cmcomber@mt.gov
406-454-5900

From: Grell Morris, Carol <cgrellmorris@mt.gov>
Sent: Monday, February 25, 2019 4:42 PM
To: McOmber, Christie <cmcomber@mt.gov>
Subject: City-MDT MOA Indemnity/Insurance language

Christie—

Below is the Indemnity and Insurance language which was agreed to by MDT and the League of Cities for MOAs. As we discussed, the MMIA CEO Alan Hulse and the League of Cities Director Tim Burton and Deputy Director Kelly Lynch were all involved in crafting this language. The League circulated the language to all members last fall, and all comments were considered and incorporated by the League and MDT. Please double check that this is the specific language in the Shelby agreements.

As far as the concern that the City should not maintain sidewalks in MDT ROW, the sidewalks are being built by MDT at the City's request and for its benefit, but of course if Shelby does not want MDT to pay for and build the sidewalks, that can certainly be discussed. MDT has been requiring a maintenance agreement for facilities built in its ROW for several years now, and all Montana cities which accept MDT projects, must in turn agree to the maintenance of facilities built for the city's benefit and at their request.

Please encourage the Shelby representative to talk with the League of Cities staff (Tim Burton or Kelly Lynch) or the MMIA CEO Alan Hulse if he has questions on the indemnity and insurance, or on the entire on-going discussions regarding facilities built within MDT ROW.

1. Hold Harmless & Indemnification

The City agrees to protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable

attorney fees) arising in favor of or asserted by the City's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of the City, its agents, or sub-contractors, under this Agreement, except the negligence of MDT.

The State and Department of Transportation agrees to protect, defend, indemnify, and hold the City, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of MDT, its agents, or sub-contractors, under this Agreement, except the negligence of the City.

2. Insurance

- a. **General Requirements:** Each party shall maintain for the duration of this Agreement, at its own cost and expense, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the duties and obligations in this Agreement by each party, its agents, employees, representatives, assigns, or sub-contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
- b. **General Liability Insurance:** Each party shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1 million per occurrence and \$2 million aggregate per year to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this Agreement, or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Mont. Code Ann. Title 2, Chapter 9.
- c. **General Provisions:** All insurance coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each party must notify the other immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. Each party reserves the right to request complete copies of the other party's insurance policy or self-insured memorandum of coverage at any time.
- d. **Workers' Compensation Insurance:** The City must maintain workers' compensation insurance and require its contractors and its contractor's sub-contractors to carry their own workers compensation coverage while performing work within MDT right-of-way in accordance with Mont. Code Ann. §§39-71-401 and 39-71-405. Neither the contractor nor its employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.

Thanks for following up on these Agreements.

Carol



VISION ZERO
zero deaths
zero serious injuries

Carol Grell Morris

Staff Attorney
Montana Department of Transportation
406-444-7649 | cgrellmorris@mt.gov

