

AGREEMENT  
Between The  
NORTH CENTRAL MONTANA REGIONAL WATER AUTHORITY  
And  
CITY OF SHELBY  
For The  
TRANSFER OF FUNDS

RECITALS

Whereas, legislation authorizing the construction of the Rocky Boy's / North Central Montana Regional Water System (*see* Public Law Number 107-331) was signed into law in December 2002.

Whereas, the 65th Montana Legislature pursuant to House Bill 11 approved, appropriated and authorized the Montana Department of Natural Resources and Conservation to award and administer grants such as the those described herein.

Whereas, the State of Montana through its Department of Natural Resources and Conservation (hereinafter "DNRC") has agreed to grant up to Six Hundred Thousand Dollars (\$600,000.00) for the purpose of City of Shelby well field improvements. The grant as administered by DNRC has been awarded to the Authority for purposes of the Authority conveying the grant monies to the City of Shelby.

Now therefore, the Authority and the City of Shelby agree that the Authority will utilize the Funds to reimburse the City for funds expended within the allowable amount for the purpose set forth herein.

1. DEFINITIONS. The following definitions apply to this Agreement:

"Contract" shall mean the Regional Water System Program Contract (Contract No. RW-19-059 entered into between the Authority and DNRC on June XX, 2019, which grants funds to the Authority for the development of the North Central Montana Regional Water System.

"Funds" shall mean the funds available (\$600,000) for construction activities pursuant to the Regional Water System Program Contract (Contract No. RW-19-059).

"Project" shall mean the well field improvements as identified in the scope of work for Contract No. RW-19-059.

2. PURPOSE. The purpose of this Agreement is to establish mutually agreeable terms and conditions, specifications, and requirements to govern the reimbursement of the City for qualified expenditures as provided both herein and in Contract No. RW-19-059, the terms and conditions of which are hereby incorporated into this Agreement.

3. TERM. The Authority and City shall have until December 31, 2020, to complete the project described in Section 4, Project Scope. The Authority may grant an extension for completion upon request and showing of good cause by the City. Any extension is contingent on the Authority receiving a corresponding extension from DNRC pursuant to Contract No. RW-19-059. The Authority is obligated to request extensions forty-five (45) days prior to the termination date if an extension is to be considered by DNRC, accordingly the City must request an extension in writing from the Authority seventy five (75) days prior to the termination of this Agreement.

4. PROJECT SCOPE. The project scope is construction activities to the Shelby municipal wellfield to enable the City of Shelby to supply an adequate quantity and satisfactory quality to the North Central Montana Regional Water Authority for its Shelby-North pipeline project and other member entities. The City shall use the Funds exclusively for this scope.

5. PROJECT BUDGET. Funds are allocated as follows:

|                         |                        |
|-------------------------|------------------------|
| Construction Activities | up to <u>\$600,000</u> |
| <b>Total:</b>           | <b>up to \$600,000</b> |

The Funds may only be used for Construction Activities and may not be used for other financial or administrative purposes.

6. AVAILABILITY OF FUNDS. The City acknowledges that the Funds become available to the Authority from DNRC through the quarterly earnings from the State Coal Severance Tax Trust. Treasure State Endowment Program Regional Water System Program funds will be released by the Authority to the extent they are available as provided for herein. Costs incurred prior to January 1, 2019 are not be eligible for reimbursement.

7. DISBURSEMENTS. Prior to receiving any reimbursement, the City shall:

Submit documented claims for reimbursement Funds to the Authority. Such claims shall consist of receipts, vendor invoices, inspection certificates and other documentation of costs incurred. Funds shall be provided to the City for reimbursement of claims provided Funds have been approved by and made available to the Authority from DNRC. In the event DNRC does not approve or release Funds, the Authority shall have no liability or obligation for the release of Funds to the City.

Reimbursements will only be made for expenses included in the Budget provided for in Section 5, above, that are clearly and accurately supported by the City's records. The City hereby acknowledges that ten percent (10%) of the Funds may be withheld by DNRC from being released to the Authority until all tasks in Section 4 and Final Report required by Section 8 are completed and approved by DNRC. Accordingly, the City acknowledges that the amount reimbursed by the Authority may be decreased by any amount withheld by DNRC. Total reimbursement for all purposes under this Agreement shall not exceed \$600,000.

8. REPORTS. Quarterly progress reports shall be submitted to the Authority for submittal to DNRC by April 5<sup>th</sup>, July 5<sup>th</sup>, October 5<sup>th</sup>, and January 5<sup>th</sup> during the term of the Contract. Reports will provide status information on all activities of the City during the previous six (6) months. Status information will include, at a minimum, costs incurred, funds remaining and a budget of expenditures for the next three (3) months. Significant problems encountered shall be noted. Upon request of the Authority the City shall submit to the Authority audit reports of financial activities for the requested time frame, to be performed by a certified public accountant.

9. RECORDS AND AUDITS. The City will maintain appropriate and adequate records showing complete entries of all receipts, disbursements, and other transactions relating to its work. The Authority, DNRC, the Legislative Audit Division or the Legislative Fiscal Division may, at any reasonable time, audit all records, reports, and other documents that the City maintains under or in the course of the Contract to ensure compliance with its terms and conditions. Because the funding provided pursuant to the Contract is from public funds, public access to Project records must be available. The City shall accommodate requests for public access to records with due consideration for the convenience of everyone involved.

10. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING. DNRC or its agents may monitor and inspect all phases and aspects of the Authority's performance to determine compliance with Section 4, Project Scope, and other technical and administrative requirements in the Contract, including the adequacy of records and accounts. DNRC may present specific areas of concern to the Authority, providing the Authority the opportunity to better accomplish the goals and objectives of the grant and conditions of the Contract. Because this grant is from public funds, public access to the project site and project records must be available. The Authority and City shall accommodate requests for public access to the site and records with due consideration for safety, private property rights, and convenience of everyone involved.

11. REIMBURSEMENT. Acceptance of this agreement creates a legal responsibility on the part of the City to use the Funds and property provided in accordance with the terms and conditions of the Contract and this Agreement. If the City has State funds unencumbered or un-obligated at the end of the Agreement, they must be returned to the Authority for return to DNRC; and if the funds are used improperly, the Authority and DNRC each has the right to try to recover these funds.

Payment will be made by reimbursement as follows:

(1) Reimbursement—Reimbursement shall be the method of payment.

12. COMPLIANCE WITH APPLICABLE LAWS. All work must be in accordance with all federal, state and local laws, statutes, rules and ordinances. It shall be the City's responsibility to obtain all permits, licenses or authorizations that might be required from government authorities for completion of the Project. Procurement of labor, services, supplies, materials and equipment shall be conducted according to applicable federal, state and local statutes.

15. MONTANA LAW AND VENUE. Any action or judicial proceeding for enforcement of the terms of this Agreement shall be instituted only in the courts of the State of Montana and shall be governed by the laws of Montana. Venue shall be in the Twelfth Judicial District, Choteau, Hill, and Liberty Counties, Montana.

\_\_\_\_\_  
Larry Bonderud  
North Central Montana Regional Water Authority

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gary McDermott  
Mayor, City of Shelby

\_\_\_\_\_  
Date

RESOURCE DEVELOPMENT BUREAU  
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION

**CONTRACT REVIEW ROUTE SLIP**

Contract Number: RW-19-059  
Project Sponsor: North Central Montana Regional Water Authority  
Project Name: Shelby Wellfield Improvement Project - Construction  
Contact Person: Rick Duncan Phone: 444-1879

| <u>Reviewer</u>  | <u>Date In</u> | <u>Date Out</u> | <u>Initials</u> |
|------------------|----------------|-----------------|-----------------|
| Amy Personette   | _____          | _____           | _____           |
| Cid Sivils       | _____          | _____           | _____           |
| Mark Bostrom     | _____          | _____           | _____           |
| Anna Miller      | _____          | _____           | _____           |
| Cameron Boster   | _____          | _____           | _____           |
| Tricia Greiberis | _____          | _____           | _____           |

Contract Specific Sections: Sections 1-5

List below any changes to Standard Sections:

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Please review the enclosed Agreement and pass it on to the next reviewer when finished.

NOTE: RE-ROUTE to Amy after the documents have been initialed by all parties.

**Regional Water System Program  
Funding Agreement  
Conservation and Resource Development Division  
Montana Department of Natural Resources and Conservation**

Project Sponsor North Central Montana Regional Water Authority

Project Name: Shelby Wellfield Improvement Project -- Construction

Agreement Number: RW-19-059

**Declarations**

- Section 1. Purpose
- Section 2. Term
- Section 3. DNRC's Role
- Section 4. Project Scope
- Section 5. Project Budget
- Section 6. Availability of Project Funds
- Section 7. Disbursements
- Section 8. Reports
- Section 9. Records and Audits
- Section 10. Project Monitoring and Access for Inspection and Monitoring
- Section 11. Employment Status and Workers' Compensation
- Section 12. Equal Employment
- Section 13. Indemnity and Liability
- Section 14. Compliance with Applicable Laws
- Section 15. Copyright - Government Right to Use
- Section 16. Failure to Comply
- Section 17. Assignment and Amendment
- Section 18. Montana Law and Venue Section
- Attachment #1 – Scope of Work – Montana DEQ Approval #EQ 19-\*\*\*\*
- Attachment #2 – Project Budget
- Attachment #3 – Final Report Format Information Requirements and  
Suggested Certificates of Final Completion

**FOR DNRC USE ONLY**

**Maximum amount under this agreement: \$600,000**  
**-Source of Funds-**

|  |            |                |
|--|------------|----------------|
| <u>Accounting Entity Name</u>                                |            | <u>Fund</u>    |
| Regional Water System Account                                |            | 02015          |
| <u>Subclass</u>  | <u>ORG</u> | <u>Percent</u> |
| 54015  | 3457       | 100%           |
| Appropriation Authority 65 <sup>th</sup> Legislature/H.B. 11 |            |                |

**Approved**

**Agreement No.** RW-19-059

**Amendment No.** \_\_\_\_\_

**Division** \_\_\_\_\_

**CSD** \_\_\_\_\_

**Legal** \_\_\_\_\_

**MONTANA REGIONAL WATER AGREEMENT (AGREEMENT)**

**THIS AGREEMENT**, administered by the Montana Department of Natural Resources and Conservation (DNRC) and funded by the Montana Legislature in House Bill 11, is consistent with the policies, procedures and objectives of the Montana Regional Water System Program (MCA Title 90, Chapter 6, Part 715) for the construction of regional drinking water systems. This Agreement is accepted by **North Central Montana Regional Water Authority**, hereinafter referred to as the Project Sponsor and represented by Larry Bonderud, Chairman, **P.O. Box 2456, Havre, MT 59501; (406)945-4343; [mayorlar@gmail.com](mailto:mayorlar@gmail.com)**, according to the following terms and conditions:

**SECTION 1. PURPOSE.** The purpose of this Agreement is to establish mutually agreeable terms and conditions, specifications, and requirements to provide funds to the Project Sponsor for engineering work related to the Shelby wellfield improvement project.

**SECTION 2. TERM.** The Project Sponsor shall have until **December 31, 2020** to complete the work described in Section 4, Project Scope. DNRC may grant an extension for completion upon request and showing of good cause by the Project Sponsor. A request for extension must be submitted 45 days prior to the termination date if an extension is to be considered by DNRC. (Effective date of this agreement is the date of last signature.)

**SECTION 3. DNRC's ROLE.** DNRC is administering funds awarded by the Legislature to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives and procedures of the Regional Water System Program. Upon request from the Project Sponsor or its agent, DNRC will explain or clarify the terms and conditions of this Agreement and may provide limited technical assistance. DNRC will monitor project expenditures to assure payment eligibility. DNRC assumes no responsibility for the Project Sponsor's obligation to faithfully perform the tasks and activities necessary to implement and complete a project. The DNRC liaison for this Agreement is **Rick Duncan at (406) 444-1879; [rduncan@mt.gov](mailto:rduncan@mt.gov)**; mailing address **DNRC/CARDD, PO Box 201601, Helena, MT 59620-1601**. All requests for information and assistance, claims for project funds, and reports shall be submitted to DNRC's liaison / designee.

NCMRWA Well Field Funding Agreement  
July 1, 2019 City Council Packet

SECTION 4. PROJECT SCOPE. The Project Sponsor shall use funds provided under terms of this Agreement to:

- Perform and complete activities relating to proposed construction of improvements to the Shelby municipal wellfield, to enable the City of Shelby to supply an adequate quantity and satisfactory quality of drinking water to the North Central Montana Regional Water Authority for its Shelby-North pipeline project, and other member entities.

**Plans and specifications for this project shall be prepared by a registered professional engineer licensed to practice in his or her areas of competence in the State of Montana (State). Plans and specifications will be submitted to the Montana Department of Environmental Quality (DEQ) for review and approval prior to construction. Construction shall be in strict accordance with DEQ approved plans and specifications.**

Pictures of the project, before construction, during construction, and after construction shall be provided to DNRC for use in publicity.

SECTION 5. PROJECT BUDGET. The Project Sponsor shall allocate project funds in accordance with Attachment #2, in the specified amounts to the following budget categories:

|  |                  |
|--|------------------|
| Construction Services – Wellfield Improvements | <u>\$600,000</u> |
| <b>TOTAL</b>                                   | <b>\$600,000</b> |

SECTION 6. AVAILABILITY OF PROJECT FUNDS. The Project Sponsor acknowledges and understands that funds become available through the quarterly earnings from the State Coal Severance Tax Trust. Treasure State Endowment Program Regional Water System funds will be released to the extent they are available.

Costs incurred prior to January 1, 2019 are not eligible for reimbursement but may be counted as match funds upon written approval by DNRC.

The Project Sponsor also acknowledges that this Agreement will provide funds in excess of DNRC's standard percentage commitment for project segment funding, and that the Project Sponsor will be required to increase its own percentage commitment in future regional water construction segments in order to compensate for the over-match percentage provided by DNRC.

SECTION 7. DISBURSEMENTS. The Project Sponsor shall submit claims for project funds to the DNRC liaison. Receipts, vendor invoices, inspection certificates and other documentation of costs incurred shall be submitted with the claims. DNRC will verify the claims and check them against the reports required in Section 8 and the budget provided in Section 5. DNRC will disburse funds to the Project Sponsor upon approval. Reimbursement of Project Sponsor expenditures will only be made for expenses included in the Budget provided in Section 5 and that are clearly and accurately supported by the Project Sponsor's records. In addition, DNRC may withhold up to 10 percent of the total authorized amount until all the tasks outlined in Section 4 and the Final Report required by Section 8 are completed and approved by DNRC. Total payment for all purposes under this Agreement shall not exceed **\$600,000**.

SECTION 8. REPORTS. Quarterly progress reports for the periods ending each March, June, September and December shall be submitted to DNRC during the term of the Agreement. Reports will provide status information for each project implementation objective. Status information will include, at a minimum, the percentage complete, costs incurred, funds remaining and projected completion date. The Project Sponsor shall report on total project costs including those funded by the Project Sponsor and other matching funds. Significant problems encountered shall be noted and necessary scope and/or time line modifications requested.

Quarterly reports must be submitted to DNRC within fifteen (15) calendar days following the close of the quarterly period. No claims for disbursements will be honored if the quarterly report has not been approved or if there is a delinquent report. The first reporting period will be the quarter ending September 30, 2019 (report due by October 15, 2019).

A Final Report that details the project status, results, accomplishments and financial status will be submitted to DNRC for approval upon project completion. Final disbursement of grant funds is contingent upon DNRC receipt and approval of the Final Report. A copy of the suggested Final Report format is attached as Attachment #3.

SECTION 9. RECORDS AND AUDITS. The Project Sponsor will maintain appropriate and adequate records showing complete entries of all receipts, disbursements and other transactions relating to the project. DNRC, the Legislative Audit Division or the Legislative Fiscal Division may, at any reasonable time, audit all records, reports and other documents that the Project Sponsor maintains under or in the course of this Agreement to ensure compliance with its terms and conditions.

SECTION 10. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING. DNRC or its agents may monitor and inspect all phases and aspects of the Project Sponsor's performance to determine compliance with Section 4.0, Project Scope, and other technical and administrative requirements in this Agreement, including the adequacy of records and accounts. DNRC may present specific areas of concern to the Project Sponsor providing the Project Sponsor the opportunity to better accomplish the goals and objectives of the Agreement and conditions of this Agreement.

Because this Agreement is from public funds, public access to the project site and project records must be available. The Project Sponsor shall accommodate requests for public access to the site and records with due consideration for safety, private property rights, and convenience of everyone involved.

SECTION 11 . EMPLOYMENT STATUS AND WORKER'S COMPENSATION. The project is for the benefit of the Project Sponsor. DNRC is not an owner or general contractor for the project and DNRC does not control the work activities or work-site of the Project Sponsor or any contractors that might be engaged for completion of the project. The Project Sponsor is independent from and is not an employee, officer or agent of DNRC. The Project Sponsor, its employees and contractors are not covered by the Workers' Compensation laws applicable to DNRC as an employer. The Project Sponsor is responsible for making sure that its employees are covered by Workers' Compensation Insurance and that its contractors are in compliance with the coverage provisions of the Workers' Compensation Act.

SECTION 12. EQUAL EMPLOYMENT. Any hiring of employees under this Agreement shall be on the basis of merit and qualifications, and there shall be no discrimination on the basis of race, color, religion, creed, sex, national origin, age, disability, marital status, or political belief. "Qualifications" mean qualifications as are generally related to competent performance of the particular occupational task.

SECTION 13. INDEMNITY AND LIABILITY. The Project Sponsor shall defend, indemnify and hold harmless DNRC and the State of Montana and its agents from and against any and all claims, demands, or actions for damages to property or injury to persons or other damages to persons or entities arising out of or resulting from the performance of the work or services funded by this Agreement. This Agreement is not intended to relieve a liable party of financial or legal responsibility.

SECTION 14. COMPLIANCE WITH APPLICABLE LAWS. All work must be in accordance with all federal, state and local law, statutes, rules and ordinances. It shall be the Project Sponsor's responsibility to obtain all permits, licenses or authorizations that might be required from government authorities for completion of the project. Procurement of labor, services, supplies, materials and equipment shall be conducted according to applicable federal, state and local statutes. This Agreement should not be taken to imply that any permits, or authorizations issued by DNRC or other State agency will be approved.

14.1. It shall be the Project Sponsor's responsibility to obtain all permits, licenses or authorizations that may be required from government authorities prior to initiation of the project or required to be obtained by the time of completion of the project to be eligible for reimbursement funds under this Agreement.

14.2. Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. The award of project funding, or by the Project Sponsor entering into this Agreement, shall not be taken to imply that any required permits or authorizations issued by DNRC or other state, federal or local agency will be approved.

SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE

Any graphic material developed under this Agreement may be copyrighted with the proviso that the State of Montana will have a royalty-free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for state government purposes.

SECTION 16. FAILURE TO COMPLY. If the Project Sponsor fails to comply with the terms and conditions of this Agreement, or reasonable directives or orders from DNRC, DNRC may terminate the Agreement and refuse disbursement of any additional funds under the Agreement. Such termination will become a consideration in any future application for funding from the Montana Regional Water System Program.

SECTION 17. ASSIGNMENT AND AMENDMENT. This Agreement is not assignable. Amendment may be accomplished only by express written agreement of the parties. Amendments will be attached as an integral component of the Agreement.

SECTION 18. MONTANA LAW AND VENUE. Any action or judicial proceeding for enforcement of the terms of this Agreement shall be instituted only in the courts of Montana and shall be governed by the laws of Montana. Venue shall be in the First Judicial District, Lewis and Clark County, Montana.

The Project Sponsor and Grantee hereby accepts this Agreement according to the above terms and conditions.

I hereby certify that the information and all statements in the application for funding are true, complete and accurate to the best of my knowledge and that the project or activity complies with all applicable state, local, and federal laws and regulations.

I further certify that this project will comply with applicable statutory and regulatory standards. I further certify that I am authorized to enter into and sign a binding agreement with the Department of Natural Resources and Conservation.

By: \_\_\_\_\_ Date \_\_\_\_\_  
(signature)

Print name and title \_\_\_\_\_

For: North Central Montana Regional Water Authority

Tax ID Number: \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_

For: The Montana Department of Natural Resources and Conservation

**Attachment #1**

**SCOPE OF WORK**

The plans and specifications approval letter from Montana DEQ review will be inserted here as Attachment #1 when the review process is complete.

**Attachment #2**

**PROJECT BUDGET**

## Attachment #3

### Final Report Information Requirements

**1. Title Page:**

- A. Project Sponsor's name, address and telephone numbers.
- B. DNRC Agreement number
- C. Name, address, and telephone numbers of others who may be contacted concerning the project if the primary contacts are not available.
- D. Funding: total project cost and amount of funding Agreement.

**2. Introduction:**

Describe the project history, project location and the purpose of the project. Provide a map showing project location.

**3. Discussion and Results:**

- A. Document that the project goals and/or objectives and tasks identified in the funding Agreement were completed:

- Describe how each task listed in the Agreement's scope of work was accomplished. Provide details (for example, if trees were planted as an erosion control measure, state how many, the tree species, the age or size of trees, and location of the plantings).
- List the goals and/or objectives of the project as stated in the scope of work and briefly describe how they were met by the activities described in the tasks above.
- Provide an explanation for tasks that were not completed.
- Describe any out-of-scope work.

The Final Report should adequately demonstrate that the scope of work has been completed. The Report must identify approved scope changes and include an explanation for project tasks that were not completed.

- B. Summarize any problems encountered and solutions adopted. What would you do differently?

**4. Public Benefits:**

List the anticipated overall public benefits of the project as stated in the grant application. Were these benefits realized? If not, explain why.

**5. Administration & Project Costs**

- A. Budget: Include a summary of how the monies were spent by budget category and source of funding. Attach supporting information that shows hourly rates and number of hours expended per task for all labor by the Project Sponsor and all non-fixed-price contracted labor. Explain any cost overruns or savings. Discuss any unbudgeted expenses that arose over the course of the project.

- B. Identify the matching funds that were to be spent according to the funding Agreement. Document that these funds were spent. If not all matching funds were spent, explain why.

**6. Project Completion and Certification** (provide only the applicable information below for your project)

- A. Project Sponsor's Certificate of Compliance
- B. Record (as-built) Drawings if requested by the Department
- C. Engineer's Statement of Final Completion (if applicable)

FINAL REPORT  
STATEMENT OF COMPLETION

Project Sponsor: North Central Montana Regional Water Authority

Name of Project: Shelby Wellfield Project – Construction

I, \_\_\_\_\_, (enter name of Project Engineer) a Registered Professional Engineer in the State of Montana, license number \_\_\_\_\_, do hereby state that the above-named project was completed according to the approved plans and specifications. I further state that the record ("as-built") drawings for this project are a true and accurate representation of the completed construction.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
P.E. Number

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

(Name of firm)

(Address of firm)

FINAL REPORT  
CERTIFICATE OF COMPLIANCE

Project Sponsor: North Central Montana Regional Water Authority

Name of Project: Shelby Wellfield Project – Construction

I, the undersigned, being duly qualified, respectfully, of the North Central Montana Regional Water Authority, in the County of Hill, State of Montana, do hereby certify that the above-named project is in full compliance with all of the covenants and conditions set forth in Agreement Number RW-19-059 between the North Central Montana Regional Water Authority and the State of Montana, Department of Natural Resources and Conservation.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

CITY OF SHELBY

**PAYROLL EXPENSE BY DEPARTMENT - 6/2019**

|  |                      |
|--|----------------------|
| CITY HALL                              | 27,567.30            |
| ELECTED OFFICIALS (Mayor & Council)    | 9,378.87             |
| PARK & RECREATION                      | 12,449.95            |
| PUBLIC WORKS                           | 60,640.62            |
| VOLUNTEERS (Animal Shelter & Firemen ) | 144.71               |
| - Workers Comp expense only            |                      |
| <b>TOTAL PAYROLL EXPENSE</b>           | <b>\$ 110,181.45</b> |

Payroll, Reports, Payroll Register, Preview, Pay Date: whole month, Select a Group: Yes, check Select by Dept box, uncheck Skip Volunteers box, double click by individual department, Sequence: Dept/Emp, Enter Total Payroll Expense (Gross Pay + Employer Contributions) above



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

BID PROPOSAL  
 MAY 9, 2019  
 INVOICE # 18274

EXPIRATION DATE: JULY 30, 2019

BUILDING Fire Station  
 LOCATION: 125 7<sup>th</sup> Ave. North  
 Shelby, Montana

The project can be completed in 3 days  
 depending on the weather.

| SALESPERSON                              | JOB         | APPROXIMATE SQFT       |
|--|-------------|------------------------|
| James Doherty (Conklin certified roofer) | Recoat Foam | 5,389 sqft (foam roof) |

| DESCRIPTION   | PRICE | TOTAL |
|---|-------|-------|
| #1. Power wash with cleaning agent.                                     |       |       |
| #2. Refasten areas where foam has become detached from sub-straight     |       |       |
| #3. Prime full roof surface   |       |       |
| #4. Apply White Puma XL Coat at approximately 1.9 gallons per 100 sqft. |       |       |

Price per sqft \$2.20

Roof coating included in this bid is for the 2 foam roofs off of the main building.  
 Roof system has high reflectivity meeting Energy Star ratings, and UL-790 Class A Fire rating.  
 Workmanship warrant against leaks for a period of 12 years.  
 Building owner shall supply water and electrical power as needed.

SUBTOTAL \$11,855



SALES TAX ON MATERIALS 0

TOTAL \$11,855

**Thank you for your business.**

This is a proposal on the existing foam roofs of the fire station building, 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**..... \$11,855  
Upon signing of contract pay 50%.....\$5,927.50  
Upon completion pay remaining 50%.....\$5,927.50

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: \_\_\_\_\_

## Jade Goroski

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**From:** James <jamesm\_doherty@yahoo.com>  
**Sent:** Friday, June 14, 2019 4:34 PM  
**To:** Jade Goroski  
**Subject:** Picture of the fire station re-coat needed

Hi Jade,

Here are some of the pictures that would not send with my proposal to you all for the re-coat needed on the foam job at the fire station. These pictures show the foam starting to appear underneath the coating. If this issue is not address this year it will unfortunately require more work and expense next year. If you all are interested in me doing the re-coat on the fire station as well as the texture job I can schedule it for the same time.

Thanks,

James





Sent from my iPhone



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

BID PROPOSAL  
APRIL 19, 2019  
INVOICE # 18274

**EXPIRATION DATE: JULY 31, 2019**

BUILDING Swimming Pool  
LOCATION: 105 12<sup>th</sup> Ave N.  
Shelby, MT. 59474

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

| SALESPERSON   | JOB                                  | APPROXIMATE SQFT                                     |
|---------------|--------------------------------------|--|
| James Doherty | Stucco repair and waterproof coating | 4,456sqft (main building, not the finish front area) |

| DESCRIPTION   | PRICE | TOTAL |
|---|-------|-------|
| 1. Remove loose debris from wall surfaces, power wash entire main building.   |       |       |
| 2. Repair all holes in wall.  |       |       |
| 3. Install new mesh over all damaged areas.   |       |       |
| 4. Apply adhesive waterproof texture to all repaired areas that matches the existing building texture.  |       |       |
| 5. Apply waterproof exterior paint. (This does not include the front building section nor the painted block wall sections, only the main building part where the pool is and only the textured areas. It does include water-proof painting on the unfinished block wall on the back of the building.) |       |       |

Manufactures material warrant against leaks for a period of 10 years.

|                        |                |
|------------------------|----------------|
| SUBTOTAL               | \$7,945        |
| SALES TAX ON MATERIALS | 0              |
| <b>TOTAL</b>           | <b>\$7,945</b> |

**Thank you for your business.**

This is a proposal for the repair of the damaged texture and waterproofing wall coating for the square footage named above, subject to the conditions noted below: 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**..... \$7,945  
Upon signing of contract pay 50%.....\$3,972.50  
Upon completion pay remaining 50%.....\$3,972.50

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: \_\_\_\_\_

All raw blocks will be waterproofed and painted to match exterior color (Not Textured)

The painted blocks on the building are NOT included in this proposal.

## Jade Goroski

---

**From:** James <jamesm\_doherty@yahoo.com>  
**Sent:** Friday, June 14, 2019 4:24 PM  
**To:** Jade Goroski  
**Subject:** Pictures of the pool building

Here is our finished product.



Sent from my iPhone

# **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 \_\_\_\_\_  
Montana Department of Transportation                      Date \_\_\_\_\_

\_\_\_\_\_  
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](http://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.

## City/County/Town Construction Agreement Checklist

This agreement is intended to be used on MDT-constructed projects that involve cities, counties, or towns. Filling out the information below will help you ensure you have all the necessary information to complete this agreement and will assist reviewers. **This checklist must be included with your proposed agreement when it is distributed for review.**

**Agreement with:** City of Shelby

**Enter entire string:** the City of Shelby

**Prepared by:** Christie McOmber

### General Project Information

**Federal Project ID:** CMDP STWD(676)

**UPN:** 9650000

**Project Name:** Conrad-Shelby ADA Upgrades

**Route:** P-67 and N-1

**System:** Primary (P) and National Highway (NH)

**Local Street Name:** Oilfield Avenue and Main Street

**Begin RP:** varies

**End RP:** varies

**Project Scope:** Choose an item. Other: ADA Upgrades

**Maintaining Authority:** MDT

**Is this within an MPO area?** No

**Bridge Identification Number/NBI:** [Enter Bridge IN/NBI if Applicable]

### Required Project Provisions

Will the project have a Storm Water Pollution Prevention Plan (SWPPP)? No

Is the project in a Municipal Separate Storm Sewer System (MS4) area? No

Does the project involve a Class V injection well? No

### Project Features

Select the checkbox next to every feature listed below that your project includes and that you intend to address in the current agreement. Standard language is provided in the template for these features.

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Sidewalks   | <input type="checkbox"/> Shared-Use Path               |
| <input type="checkbox"/> Lighting   | <input type="checkbox"/> Landscaping and/or Irrigation |
| <input type="checkbox"/> Benches/Bike Racks/Planters/Tree Grates<br>and/or other Sidewalk Amenities | <input type="checkbox"/> Bulb-outs                     |

List any other project features covered by this agreement: [Click or tap here to enter text.](#)

### Special Funding (Fill out if applicable)

If the project involves funding types that require local government funding contribution (e.g. matching funds or funds to finance specific project features) and/or concurrence with the use of funding, indicate below.

**Funding Type:** CMAQ

**Local Agency Funding?** No

If "Other" selected, describe funding: [Click or tap here to enter text.](#)

**Did you edit any of the standard language in the template?**  Yes  No

## Engineer's Opinion of Probable Project Cost

### 3rd Street Lateral

Shelby, MT



| Item                               | Quantity | Unit | Unit Cost    | Cost                 |
|------------------------------------|----------|------|--------------|----------------------|
| Mobilization                       | 1        | LS   | \$ 60,000.00 | \$ 60,000.00         |
| Traffic Control                    | 1        | LS   | \$ 6,000.00  | \$ 6,000.00          |
| Dewatering                         | 1        | LS   | \$ 9,000.00  | \$ 9,000.00          |
| Material testing and QC            | 1        | LS   | \$ 20,000.00 | \$ 20,000.00         |
| Water Service Adjustment           | 1        | EA   | \$ 2,500.00  | \$ 2,500.00          |
| Watermain Adjustment               | 4        | EA   | \$ 4,200.00  | \$ 16,800.00         |
| Type IV Concrete Curb Ramp         | 1        | EA   | \$ 5,200.00  | \$ 5,200.00          |
| Crushed Aggregate Course           | 819      | CY   | \$ 61.00     | \$ 49,959.00         |
| Commercial Mix-PG-64-28            | 286.5    | TON  | \$ 175.00    | \$ 50,137.50         |
| 12" RCP IRR CL. 5                  | 115      | LF   | \$ 65.00     | \$ 7,475.00          |
| 15" RCP IRR CL. 5                  | 58       | LF   | \$ 64.00     | \$ 3,712.00          |
| 24" RCP IRR CL. 3                  | 1246     | LF   | \$ 73.00     | \$ 90,958.00         |
| 30" RCP IRR CL. 2                  | 253      | LF   | \$ 145.00    | \$ 36,685.00         |
| Bedding                            | 450      | CY   | \$ 58.00     | \$ 26,100.00         |
| Type I Drop Inlet                  | 3        | EA   | \$ 4,300.00  | \$ 12,900.00         |
| Type I Field Inlet                 | 2        | EA   | \$ 3,000.00  | \$ 6,000.00          |
| Type V Drop Inlet                  | 11       | EA   | \$ 4,500.00  | \$ 49,500.00         |
| 48" Type 3 Manhole                 | 3        | EA   | \$ 3,000.00  | \$ 9,000.00          |
| 60" Type 3 Manhole                 | 4        | EA   | \$ 5,500.00  | \$ 22,000.00         |
| 72" Type 3 Manhole                 | 1        | EA   | \$ 6,700.00  | \$ 6,700.00          |
| 60" Comb. Type V Drop Inlet/Type   | 2        | EA   | \$ 6,100.00  | \$ 12,200.00         |
| Concrete Valley Gutter             | 24       | SY   | \$ 170.00    | \$ 4,080.00          |
| <b>Estimated Construction Cost</b> |          |      |              | <b>\$ 506,906.50</b> |
| <b>Contingency (10%)</b>           |          |      |              | <b>\$ 50,690.65</b>  |
| <b>Total Construction Cost</b>     |          |      |              | <b>\$ 557,597.15</b> |
| <b>Engineering</b>                 |          |      |              | <b>\$ 5,000.00</b>   |
| <b>Construction Admin./RPR</b>     |          |      |              | <b>\$ 70,000.00</b>  |
| <b>Total Construction Cost</b>     |          |      |              | <b>\$ 632,597.15</b> |

**CITY OF SHELBY PROPERTY**

6/2019

**NAME****ADDRESS**

CITY HALL

112 1ST ST S

CITY SHOP/LANDFILL/FIRE TRAINING SITE

66 CITY SHOP ROAD

FIRE HALL

634 1ST ST N

CIVIC CENTER

669 PARK AVE

SWIMMING POOL

121 12TH AVE N

BITTERROOT BLDG &amp; PARK

622 GRANITE AVE

RAINBOW BLDG &amp; PARKING LOT

401 MAIN ST

HISTORIC SHELBY HIGH BLDG

133 6TH AVE S

WILLIAMSON BLDG - LEASED TO SPA 30/YOUTH DYNAMICS/KLJ (1 vacant apt)

220-230 MAIN ST

BLUE WAREHOUSE N OF ENERGY PARK (14.12 ACRES)

1736 SE FRONT ST

COYOTE HILLS DRAINAGE CANAL

SPIRIT DR

VETERAN'S MEMORIAL FLAG SITE

MARIAS VALLEY RD

GOLF COURSE/PRO SHOP/ MAINTENANCE BLDGS

174 &amp; 185 GOLF COURSE RD

HISTORIC CITY HALL/VISITOR INFO CENTER

100 MONTANA AVE

**CITY OF SHELBY PROPERTY**

6/2019

| NAME  | ADDRESS                        |
|---|--------------------------------|
| INDUSTRIAL PARK, TR 1A - LEASED TO MIDSTREAM LPG                  | 1120 W INDUSTRIAL PARK RD      |
| INDUSTRIAL PARK, TR 2 - LEASED TO DSD PROPERTIES                  | 100 N INDUSTRIAL PARK RD       |
| INDUSTRIAL PARK, TR 3A - LEASED TO DSD PROPERTIES                 | 200 & 300 N INDUSTRIAL PARK RD |
| INDUSTRIAL PARK, TR 5 - LEASED TO KEVIN DISTRIBUTING/CHS SUBLEASE | 555 E INDUSTRIAL PARK RD       |
| INDUSTRIAL PARK, TR 6 - LEASED TO NORTHERN MONTANA STORAGE        | 625 S INDUSTRIAL PARK RD       |
| INDUSTRIAL PARK, TR 7A-1A - VACANT+A11                            | INDUSTRIAL PARK RD             |
| INDUSTRIAL PARK, TR 9A - LEASED TO MARIAS VET CLINIC              | 955 S INDUSTRIAL PARK RD       |
| INDUSTRIAL PARK TR 10A - VACANT                                   | INDUSTRIAL PARK RD             |
| LANDFILL EXPANSION AREA (120 ACRES) - PASTURE LEASED TO TRAP CLUB | 90 BENJAMIN RD                 |
| LANDFILL EXPANSION AREA (24.47 ACRES) - PASTURE LEASED TO POTTER  | SE OF CITY SHOP                |
| LAND (14.12 ACRES) - VIRDEN LAKE                                  | W OF SHELBY                    |
| LAND (26.76 ACRES) - PASTURE LEASED TO JERGENS                    | N OF CITY SHOP                 |
| LAND (169.40 ACRES) - PASTURE LEASED TO CLARK                     | SE FRONT ST E OF SEWER LAGOONS |
| LAND (32 ACRES) - OLD REFINERY SITE                               | SE FRONT ST                    |

**CITY OF SHELBY PROPERTY**

6/2019

| <b>NAME</b>   | <b>ADDRESS</b>                 |
|---|--------------------------------|
| LAND ACROSS RIVER FROM WILLIAMSON PARK                  | 72 WILLIAMSON PARK RD          |
| STRIP SOUTH OF GENE FLESCH PROPERTY                     | PRAIRIE ST                     |
| VACANT BLOCKS (5) S OF POOL TO 5TH ST S                 | ALONG 12TH AVE S               |
| VACANT LOTS (1.5 BLOCKS) E OF SHELBY HEIGHTS WATER TANK | 9TH AVE S                      |
| VACANT CORNER LOT                                       | CORNER OF 4TH ST S & 6TH AVE S |
| VACANT LOTS (5) BEHIND SUBWAY                           | CORNER OF 6TH AVE N & 1ST ST N |
| VACANT LOTS (5) ON NW SIDE OF COYOTE PASS               | 613 TETON AVE                  |
| VACANT LOTS (3) BY COUNTY SHOP                          | 532 LIBERTY AVE                |
| VACANT LOTS (24) FOR PARKS AND PLAYGROUND               | WEST OF FLESCH FARMS FEEDLOT   |
| ARONOW PARK   | 700 VALLEY ST                  |
| ANDY ANDERSON PARK                                      | 16 1ST ST S                    |
| CHAMPIONS PARK  | 448 12TH AVE N                 |
| CLEVELAND PARK - UNDEVELOPED (5 ACRES)                  | E END OF 5TH ST S              |
| HISTORIC CITY HALL PARK                                 | 120 E MAIN ST                  |

# CITY OF SHELBY PROPERTY

6/2019

| NAME  | ADDRESS                       |
|---|-------------------------------|
| JOHNSON PARK  | 121 12TH AVE N                |
| KENNEALLY PARK & WATER DISPENSER                          | 201 MINERAL ST                |
| LINCOLN PARK  | 1000 BIRCH AVE                |
| MARY ALLISON PARK   | 133 E MAIN ST                 |
| MEADOWLARK PARK   | 634 1ST ST N                  |
| MIGUIRE PARK - UNDEVELOPED (8.68 ACRES)                   | PLEASANT VIEW ADDITION        |
| PAT IRVIN PARK ON ALBERTSON'S CORNER                      | 142 5TH AVE N                 |
| ROOSEVELT PARK - UNDEVELOPED (4.185 ACRES)                | BETWEEN 11TH ST S & 13TH ST S |
| LAKE SHEL-OOLE, CAMPGROUND AND BALLFIELDS                 | 1210 OILFIELD AVE             |
| WILLIAMSON PARK, CAMPGROUND AND WELL HOUSES               | 72 WILLIAMSON PARK RD         |
| PARKING LOT AND TURN-A-ROUND ACROSS FROM WELLS FARGO BANK | 120 MAIN ST                   |
| PARKING LOT FOR WILLIAMSON BLDG                           | 221 1ST ST S                  |
| PARKING LOT BEHIND FIRST STATE BANK                       | 300 BLK OF 1ST ST S           |
| SEWER LAGOONS   | SE FRONT ST                   |

**CITY OF SHELBY PROPERTY**

6/2019

**NAME****ADDRESS**

SEWER LIFT STATION BY DIXIE INN

1248 W ROOSEVELT HWY

SEWER LIFT STATION BY SHOPKO

1800 W ROOSEVELT HWY

SEWER LIFT STATION

329 PLUM ST

SEWER LIFT STATION

WEST OF PRISON

WATER TANK - AIRPORT

23 AIRPORT RD

WATER TANK - CITY SHOP

68 CITY SHOP ROAD

WATER TANK - PRISON

60 CROSSROADS DR

WATER TANK - SHELBY HEIGHTS

1204 9TH AVE S

Dear Opal

On behalf of the  
City of Shelby, I want to  
thank you so much for your  
generosity in establishing  
trees in memory of beloved  
family members.

Your kindness is  
greatly appreciated.

Loretta Carter



**Lorette Carter**  
**Community Development**  
112 1<sup>st</sup> Street South  
Shelby, MT 59474  
(406) 434-5222  
(406) 450-4067  
Fax: (406) 424-8413  
[www.shelbymt.com](http://www.shelbymt.com)

June 13, 2019

Opal Larson  
Marias Heritage Center  
111 2<sup>nd</sup> St. So.  
Shelby, MT 59474

Re: Memorial trees

Dear Opal,

Thank you so much for your offer to purchase trees in honor of your loving daughter and husband. I did some checking and here are the costs for the trees.

Snow Crabapple ~ \$160.00  
Lanceleaf Poplar ~ \$160.00

I was not able to find a local business who did plaques and engraving. In calling Double G Engraving and Awards of Great Falls, they quoted me a 4"x6" aluminum plaque engraved is \$95.00. The stand to insert into the soil would be \$90.00 for a total of \$185.00. In looking at Amazon, I did find 2 nice choices which I have enclosed styles and costs for each.

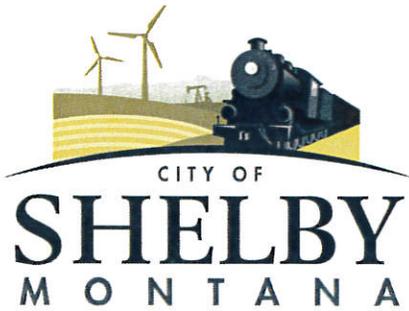
I'm hoping you might discuss with Sandra and order the style you want with the words you would like included. We are happy to place the plaques under the Snow Crabapple and Lanceleaf Poplar on the east lawn of Shelby City Hall when you are ready.

Thank you again for this very generous gift to the City in loving memory of your family members.

Sincerely,

Lorette Carter, Community Development  
City of Shelby

Cc: Gary McDermott, Mayor  
Shelby City Council



**Lorette Carter**  
**Community Development**  
112 1<sup>st</sup> Street South  
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[www.shelbymt.com](http://www.shelbymt.com)

June 18, 2019

To: Shelby Property Owner  
From: Lorette Carter, Community Development

**RE: Overgrown vegetation**

The City has begun posting MOW NOTICES for overgrown vegetation in residential yards and vacant lots as per Chapter 4 – Weed Control of the City Ordinances found on the city's website at [www.shelbymt.com](http://www.shelbymt.com). It has come to our attention that your property needs to be mowed. We do not want to impose financial penalties on residents/property owners and so we hope you can address your property immediately.

Once a MOW NOTICE is posted, property owners have a week to care for their property. If the city crew has to mow, you will be billed and it's very expensive! If the bill is not paid, a lien may be placed on your property. Once mowed, the sign must be returned in good condition to City Hall or City Shop or a replacement fee will be charged.

We appreciate you working with us to improve our neighborhoods and beautify Shelby.

Thank you,

A handwritten signature in blue ink that reads "Lorette Carter". The signature is written in a cursive, flowing style.

Lorette Carter  
City of Shelby

Cc: Gary McDermott, Mayor  
Shelby City Council

Kevin & Elaine,

June 19, 2019

On behalf of the City  
of Shelby, I want to  
thank you so much for  
the donation of flowers  
for City Hall.

They are a welcome  
addition!

Thank you for your  
generous gift!

Lorette